

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSAL (RFP) SPECIFICATION NO. 02-036

Lancaster County intends to enter into a contract and invites you to submit a sealed proposal for:

TO PROVIDE FOOD SERVICES FOR COUNTY CORRECTION AND RELATED PROGRAMS

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

*A pre-proposal conference with satellite facility tour following, will be held at the Corrections Dept. Jail (605 So. 10th St.) Tuesday, April 9, 2002 at 9:30 a.m. **All interested Proposers are required to attend.***

Sealed proposals will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, April 24, 2002** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be opened and only the names of the Proposers will be read in the Conference/Bid Room located on the First Floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for offers to arrive in the Purchasing Division, prior to the time and date specified above.

COMMISSIONERS

KATHY CAMPBELL * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

Proposer Name: _____

SEALED RFP

SPECIFICATION NO. 02-036

Proposal OPENING TIME: 12:00 NOON

DATE: Wednesday, April 24, 2002

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the proposal request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project, Contract Documents and other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

PRICE SCHEDULE:

	<u>COST/MEAL</u>	<u>EST. # of MEALS</u>	<u>ESTIMATED ANNUAL COST</u>
A. <u>Adult 3,000 Calories per day:</u>			
1a. Adult price per meal:	\$ _____ /meal	400,000 meals	\$ _____
2a. Sack lunch - 1,000 calories:	\$ _____ /each	26,000 meals	\$ _____
<u>Juvenile 3,800 Calories per day:</u>			
3a. Juvenile price per meal	\$ _____ /meal	55,000 meals	\$ _____
TOTAL EST. MEAL COST/YR.	\$ _____		
(5% bond to be based on the combined adult and juvenile total est. cost/yr.)			

B. DELIVERY SERVICES:

- 1b. Indicate your fee structure for delivery:
- | | | |
|---|---------------|---------------|
| 1b.1 Lancaster Correctional Facility (no serving) | | |
| Price to include delivery of bulk meals: | \$ _____ /mo. | \$ _____ /yr. |
| 1b.2 Detoxification Center (no serving): | \$ _____ /mo. | \$ _____ /yr. |
| 1b.3 Juvenile Detention Center (no serving): | \$ _____ /mo. | \$ _____ /yr. |

COMMENTS: _____

2b. EXPLAIN your staffing plan, vehicle schedule, etc.: _____

C. OPTION TO SUPPLY LAUNDRY CHEMICALS TO CO. JAIL:

Our current provider supplies laundry chemicals and dispensing system for the County's industrial laundry equipment (40 lb. capacity).

- 1c. Can you provide a laundry chemical dispensing system? _____ YES _____ NO
- 2c. If yes, is the dispensing system FREE w/purchase of chemicals? _____ YES _____ NO
- 2c.1 If no, indicate the monthly charge: \$ _____ / month

3c. Provide the cost of chemicals offered (to include all shipping and other fees):

NAME OF SUPPLIER: _____

<u>CHEMICAL NAME/TYPE</u>	<u>PURPOSE</u>	<u>LOAD/QTY</u>	<u>PRICE</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

E. CONTRACT PERIOD & OPTION TO EXTEND:

- 1e. The contract agreement with the successful proposer is for a three (3) year period. The meals provided shall be prepared, delivered and billed as ordered during the contract period, including all cost of labor, materials, supplies and foodstuffs as offered herein. All pricing must remain firm for the first 1 year period (12 consecutive months) of the contract, there after prices may be adjusted annually and only as defined in the escalation/de-escalation clause defined in this request.

Do you concur? _____ YES _____ NO, _____

- 2e. The contract option to renew is for one (1) additional three (3) year period (offer to renew will be mutually determined at the conclusion of the initial contract). All terms and conditions of the renewal period will be identical to the original contract period.

Will you consider the renewal offer, if extended by the County? ____ YES ____ NO

D. PROPOSAL SUBMITTAL CHECK LIST:

- 1d. Check (space provided) if the below listed information accompanies your response:

_____ Reference list	_____ Company qualifications	_____ Personnel list
_____ Sample reports	_____ Sample billing	_____ Sample menu
_____ 5% Bidders bond	_____ Transition Plan	_____ Meal Monitoring

NOTE: RETURN 8 COMPLETE COPIES OF PROPOSAL OFFER AND SUPPORTING MATERIAL.

MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:

SEALED PROPOSAL FOR SPEC. NO. 02-036

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Only the names of the RFP responding firms will be read aloud at the date and time listed. All other information will remain confidential during the analysis process. Only the successful proposer's offer will become a matter of public record after the contract award recommendation is public.

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**REQUEST FOR PROPOSALS
TO PROVIDE FOOD SERVICES FOR
COUNTY CORRECTIONS AND RELATED PROGRAMS**

SAMPLES AND ATTACHMENTS

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INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Proposer shall submit eight (8) complete sets of the RFP documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

2. PROPOSER'S SECURITY

- 2.1 Security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, shall be submitted with this document, as indicated on RFP Form.
- 2.2 If alternate offers are submitted, only one security will be required, provided the security is based on the highest gross offer.
- 2.3 Such security will be returned to the unsuccessful proposers when the award of RFP is made.
- 2.4 Security will be returned to the successful proposer(s) as follows:
 1. For single order offers with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 2. For all other contracts: upon approval by County of the executed contract and bonds.
- 2.5 County shall have the right to retain the security of proposer(s) to whom an award is being considered until:
 1. A contract has been executed and bonds furnished.
 2. The specified time has elapsed so that the offers may be withdrawn.
 3. All offers have been rejected.
- 2.6 Proposal security will be forfeited to the County as full liquidated damages, but not as penalty, for the following reasons, as pertains to this specification document:

1. If the proposer fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
2. If the proposer fails or refuses to enter into a contract on forms provided by the County, and/or if the proposer fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

4. DATA PRIVACY

- 4.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

5. PROPOSER'S REPRESENTATION

- 5.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 5.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer or competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

7. SPECIFICATION CLARIFICATION

- 7.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 7.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and proposers shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 8.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The offer will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.

- 9.5 The County reserves the right to accept or reject any or all offers, or parts of offers; to request rebids; to waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. TERMS OF PAYMENT

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

12. LAWS

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SECTION I

GENERAL TERMS AND CONDITIONS

1. SCOPE OF THE PROJECT

- 1.1 Lancaster County, Lincoln Nebraska, hereinafter called the County, invite sealed proposals from interested food service contractors, hereinafter called Proposer or Contractor, to provide a complete food service program, for a three (3) year period commencing on or about June 1, 2002 through May 31, 2005, in accordance with the proposal instructions, terms and conditions, specifications, contractor requirements, bonding and insurance requirements, and contract documents set forth in this invitation for proposal.
- 1.1.1 The intent of this request is to solicit proposals from interested contractors to provide complete food service management for the Lancaster County, Nebraska programs as follows:
- | | <u>APPROX. ANNUAL MEALS</u> |
|---|------------------------------------|
| 1.1.1.1 (kitchen): Maximum Security Jail | 275,000 |
| 605 So. 10th Street; | +18,000 Sack |
| 1.1.1.2 (satellite): Lancaster Correctional Facility (LCF) | 119,500 |
| 4420 N.W. 41 Street; | + 8,000 Sack |
| 1.1.1.3 Detoxification Center | <u>5,500</u> |
| 721 "K" Street; and | |
| TOTAL ADULT MEALS | 426,000 |
| 1.1.1.4 Juvenile Detention Center | <u>55,000</u> * |
| 1200 Radcliff Street (*meal count based on new facility) | |
- 1.1.2 The successful contractor will provide the managerial and administrative expertise to operate the food service operation and will be responsible for all menu planning, preparation, staff supervision, food and supply procurement including the receiving, storage and inventory control.
- 1.1.2.1 All food and supplies purchased remain the property of the property of the contractor until such time as they are consumed during the operation or billed to/and paid by the County.

2. INQUIRIES

- 2.1 All questions shall be submitted in writing to the individuals indicated below, and clearly marked, "Lancaster County Corrections Food Service RFP", and **shall be received no less than fourteen (14) calendar days prior to the deadline set for receipt of proposals** (see front page, "Notice to Proposers").
- 2.1.1 Questions via US Mail shall be in an envelope addressed to the designated person and shall be clearly marked, "Lancaster County Corrections Food Service RFP".
- 2.1.2 Questions via FAX to the designated person shall include a cover sheet clearly indicating the transmission, showing the number of pages transmitted.
- 2.1.3 Replies to written inquiries will be issued by written addenda and mailed to all parties recorded as having received the proposal documents.
- 2.1.1.2 Only questions answered by formal written addenda will be binding.

2.2 Questions regarding this procedure and process may be addressed to:

Kathy Smith, Assistant Purchasing Agent

"K" Street Complex (SW Wing)

440 South 8th Street

Lincoln, NE 68508

email: ksmith@ci.lincoln.ne.us

Phone: (402) 441-8309 FAX: (402) 441-6513

2.3 Questions regarding program and/or delivery interpretation may be addressed to:

Liz Thanel, Corrections Business Manager

Jail Complex

605 So. 10th Street

Lincoln, NE 68508

email: lthanel@ci.lincoln.ne.us

Phone: (402) 441-8916 FAX: (402) 441-8946

3. PROPOSAL PROCEDURE

3.1 This Request for Proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in procuring complicated commodities and/or services.

3.1.1 It also provides interested contractors with a fair opportunity for their goods and services to be considered.

3.1.2 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with interested firm(s) to arrive at a mutually agreeable relationship.

4. PRICING STRUCTURE

4.1 The prices quoted in this request for proposal shall be firm for the first one (1) year, twelve (12) consecutive month period.

4.2 Prices shall be submitted in the unit of measurement specified on the proposal form, and shall include all overhead costs, profit and any delivery charges.

4.3 In the event of a renewal of the contract, unit pricing shall be subject to redetermination within the parameters outlined in this request for proposal.

4.3.1 Subsequent annual price adjustments (**applied to per-meal prices only - all other fees remain the same**) shall be made in proportion to the change (increase or decrease) in the Producer Price Index (P.P.I.) November listing.

4.3.1.1 P.P.I. information may be obtained on line at website: www.bls.gov/ppi
Under detailed statistics, utilize PCU20__# Food & Kindred.

4.3.1.1 Documentation supporting any price increase shall be limited to once annually and must be submitted at the time of the redetermination of prices.

4.3.1.2 Any significant change to the scope of services requested by the County may require price adjustment negotiated to the mutual agreement of both parties.

4.4 Food service required by the County Facilities outside the scope of this contract may be provided by the Successful Contractor upon written authorization by the County Administrator and at a mutually agreed upon price.

5. ESCALATION/DE-ESCALATION CLAUSE

5.2 Escalation/de-escalation Clause: If prevailing market conditions warrant an adjustment in proposed meal prices contained in the contract, the successful contractor shall be allowed to request an adjustment in prices after the first one (1) year period. The following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:

5.2.1 The base proposal price for meals may be increased or decreased once annually in relation to the change in the Producer Price Index (October listing) for Industry Code 20 Food and Kindred items.

5.2.1.1 The reference point from which changes in the P.P.I. will be allowed in the contract will be October of 2002.

5.2.1.2 EXAMPLE: The first annual adjustment will be tied to the P.P.I. for October 2002 and will be allowed after June 1, 2003 and calculated annually each October for adjustment June 1 of the following year thereafter.

5.2.2 Contractor shall give written notice to the County Corrections Department of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.

5.2.2.1 The approval price change shall be honored for all meals prepared by the contractor after the effective date (June 1st) of such price change.

5.2.2.2 It is the responsibility of the contractor to provide the County Corrections Department with written updated pricing schedules at least 30 days prior to said proposed pricing change(s).

5.2.2.3 All adjustments will be effective after the last day of the month following the triggered adjustment period (See example above) and will be made retroactive if the index is not available on a timely basis.

5.2.3 If in the opinion of County Corrections and the Purchasing Agent any proposed increase is found unacceptable, the County reserves the right to cancel the contract upon thirty (30) calendar days written notice.

6. OPTION TO EXTEND

6.1 The County, at their discretion and with mutual consent from the contractor, may extend the period of this agreement with one additional three (3) year term (beginning June 1, 2005 and ending April 30, 2008).

6.1.1 Proposers must indicate on the proposal form if extension renewals are an option they wish to offer the County.

6.1.2 The contractor shall be notified in writing by the County Agent's intention to extend the contract period at least thirty (30) days prior to expiration of the original contract period (expires May 31, 2005).

6.1.3 Proposal price escalator clause for optional years will be identical to the original escalator clause.

7. METHOD OF PAYMENT

7.1 Contractor will be paid once a month in arrears for meals prepared and billed according the contract arrangements during the monthly period.

7.1.1 Payment for Jail and LCF meals will be made by the Lancaster County Corrections Department (NOTE: meals for each facility shall be billed separately).

7.1.2 Payment for the Detox and Juvenile Detention Center will be made by the respective agencies separate from the County Corrections Department.

7.1.3 Contractor shall submit three (3) monthly statements addressed as follows:

CO. CORRECTIONS

605 So. 10th Street
Lincoln, NE 68508

DETOX CENTER

721 "K" Street
Lincoln, NE 68508

JUVENILE DTN:

1200 Radcliff St.
Lincoln, Ne 68512

7.2 All work performed must completed in a satisfactory manner and billed during the period.

7.2.1 All billings shall be presented directly to the using division **within 3 working days following the month incurred.**

7.2.2 Food stamps may be utilized for payment of a portion of the Detox agency billing with the balance paid by check.

7.3 Invoices and statements shall be prepared in an itemized format which shall provide the County with the information required for verification.

7.3.1 Itemized invoices and statements for services performed shall list:

7.3.1.1 Actual number of meals served per facility by type, i.e., basic, special diet, etc.

7.3.1.2 The cost of each meal.

7.4.1.3 The facility for which the meal was served.

8. BONDING AND INSURANCE REQUIREMENTS

8.1 An acceptable *bidder's bond* in the amount of 5% of the total proposal (both adult and juvenile) for a one year period shall accompany the proposal at the time of the proposal opening.

8.1.1 When calculating the bid bond, the proposer shall use the provided estimated annual number of meals multiplied by the highest cost per meal for the one-year period.

8.2 Within fourteen (14) calendar days after notification of award of the RFP, the Successful Contractor must execute the written contract (see attached sample) and provide an acceptable *performance bond*.

8.2.1 The performance bond shall be in the amount of \$500,000.00 and shall be executed by the contractor and a corporate surety company authorized to transact business in the State of Nebraska (see sample bonds & commentary attached).

8.3 Within such period, the Successful Contractor must *furnish evidence of insurance* in accordance with the attached "Insurance Clause to be used for All County Contracts".

8.3.1 The Successful Contractor shall conform to all insurance requirements as stated in the County insurance policy.

9. REPORTING

- 9.1 QUARTERLY: The contractor shall provide to each County Division contract administrator a quarterly report, showing all statistics on meals served under the terms and conditions of the contract for the division.
 - 9.1.1 *The contractor will also meet with the County Division contract administrators to evaluate the program at least once quarterly.*
- 9.2 Such QUARTERLY report shall itemize the following information:
 - 9.2.1 Each department/division ordering meals.
 - 9.2.2 Types of meals and quantities purchased by department/division.
 - 9.2.3 Total dollar amount of purchases by department/division.
 - 9.2.5 Report all; personnel problems and issues, staff development activities, food production issues, and any other pertinent data or activities.
- 9.3 DAILY: The contractor must develop, subject to LCCD approval, and submit daily to the County Contract Administrator a form which provides the following information on a per meal/day and week basis:
 - 9.3.1 Each population count used for meals served, separated by facility, for each meal (breakfast, lunch, dinner);
 - 9.3.2 For the Intake facility, the number of trays served to each location within the facility; the total number of meals served to each offsite facility;
 - 9.3.3 Any menu substitutions, adjustments, corrections, additional trays, or shortages reported by facility/location;
 - 9.3.4 Number of sack lunches ordered and delivered to each facility.
 - 9.3.5 For LCF, contractor must provide a check sheet, to be verified by LCF correctional staff in presence of contractor delivery staff, of weights, volumes, or counts of each item on menu being transported (i.e., 14 lbs. green beans, 125 chicken patties, 2 X oz. beverage containers).
 - 9.3.5.1 Form developed must identify the meal count being covered, which meal is served, any special diets and instructions, etc.
- 9.4 MONTHLY: With each monthly invoice, the contractor shall provide each participating entity with reports showing: by facility-by date, # of meals served at each meal (breakfast, lunch, dinner), and separately all sack lunches.

10. SATELLITE VISITS

- 10.1 The after initial training for set up and serving (County shall provide inmate labor), the successful contractor's Food Service Manager (FSM) shall visit the LCF satellite facility during meal serving times at least two (2) times each month.
 - 10.1.1 These visits will involve all three meals, (breakfast, lunch and dinner).

- 10.1.2 During the visit, the FSM will observe serving methods and provide in-service training and supervision to inmate labor serving meals at the location to ensure proper serving and portioning.
- 10.1.3 Each visit by the FSM shall be documented to the Business Manager and LCF Superintendent, reporting on activities and observations from the visit.

10.2 The FSM shall also visit the Juvenile Detention Center and Detox Center at least once quarterly to address any concerns regarding meals and delivery service.

10.3 In addition to the FSM visits, on occasion the FSM may designate a food service employee to perform the site visitation functions, providing the designated person has been instructed in proper serving and key areas to report back to the FSM.

10.3.1 Each visit by a designated food service employee shall be documented to the Business Manager and LCF Superintendent in the form of a written memo.

10.3.2 It is the intent of this provision to primarily involve the FSM to promote proper and consistent offsite communication and training.

11. ESTIMATED DOLLAR VOLUME

11.1 The meal quantities provided on the specification response sheet are approximate and represent the estimated requirements of the County for the contract period.

11.2 Unit price and extended total prices shall be used only as a basis for evaluation of proposals.

11.3 Actual meal quantity necessary may be more or less than estimates listed in the specification document, and the County shall be neither obligated nor limited to any specified amount.

12. CONTRACT NOTIFICATION

12.1 The Purchasing Division will issue a Contract Award Notification to successful proposer(s).

12.1.1 The Contract Award Notification will incorporate the County's specifications, bonding and insurance requirements, contract document (see attached samples) and may incorporate any special provision outlined by the proposer's offer or added during contract negotiations.

12.1.2 Orders for services and materials will be placed on an as-needed-basis by the various County departments participating in the contract arrangement.

SECTION II

PROVIDED BY THE COUNTY

1. PLANT, EQUIPMENT AND SUPPLIES

- 1.1 The County shall provide for the contractor's use, a centralized kitchen facility and shall pay for all utilities necessary for the performance of the contract food service operation.
 - 1.1.1 The existing kitchen and supply area is located within the Lancaster County Corrections Department (LCCD) in the maximum security jail located at: 605 So. 10th Street, Lincoln, NE.
 - 1.1.1.1 This kitchen supplies meals for the maximum security jail facility, and satellites meals to: 1) The Lancaster Correctional Facility (LCF), 2) the Detoxification Center, and 3) Juvenile Detention Center.
 - 1.1.1.2 The Contractor will be responsible for the meal delivery to the following facilities: maximum security facility, minimum security, and Juvenile Detention Center.
 - 1.1.1.3 The County is interested in a price for contractor to deliver to the Detox Center, which would be an optional service contingent on Detox budget.
 - 1.1.1.3.1 If the Detox Center does not choose to contract for the meal delivery, they will be responsible for pick-up of bulk packaged food as prepared by the Contractor.
 - 1.1.1.4 **The contractor shall prepare and package all meals with delivery of meals to the three (3) facilities listed in 1.1.1.2.**
- 1.2 The County will provide, install, maintain, repair and permit the contractor to utilize in the administration of this contract; capital equipment, small wares, kitchen utensils, and serving items which the County deems necessary for food service and related activities.
 - 1.2.1 Existing equipment includes: ovens, ranges, dishwasher, existing food processing and serving equipment, on-site refrigeration and storage area.
 - 1.2.2 Damage incurred to the County's physical plant and/or equipment/supplies as a result of the contractors negligence or intentional misuse/abuse shall be the responsibility of the contractor and shall be repaired or replaced at the contractor's expense.
 - 1.2.3 Equipment provided by the County shall be replace or repaired as the County deems necessary, taking into consideration the average life of the equipment as determined by the manufacturer and any extraordinary circumstances.
 - 1.2.3.1 All property purchased by the County shall remain the property of the County.
 - 1.2.4 If additional equipment is needed by the contractor for the performance of this agreement, the contractor shall be responsible for its purchase.
 - 1.2.3.2 All property purchased by the contractor shall remain the property and responsibility of the contractor.

- 1.3 Sanitation of the kitchen facilities (including County equipment and supplies provided for the execution of this contract) will be the responsibility of the contractor including all financial obligation for cleaning agents and supplies (dish washing chemicals and dispensing included).
 - 1.3.1 The County reserves the right to approve (or reject) all such cleaning agents and supplies prior to the contractor using them in the sanitation of the kitchen facilities.
 - 1.3.2 The County will assume the responsibility of inside cleaning of the ventilation hood system, contractor will provide sanitation of the outside and perimeter of the system.
 - 1.3.3 The contractor will maintain on-site MSDS records of all chemicals used in the County facilities (a copy of the MSDS records must be provided to the County).
 - 1.3.4 Dish washing dispensing and chemicals (at the Lancaster Correctional Facility kitchen) will be the responsibility of the contractor.

4. REFUSE SERVICE

- 4.1 The County will provide at no cost to the contractor, adequate trash removal facilities and services as it deems necessary to maintain the highest standard of sanitation.

5. PEST CONTROL

- 5.1 The County shall provide all pest control services for the kitchen facility; however, the contractor's assistance is requested in reporting any needed service promptly to the Corrections Business Manager.
 - 5.1.2 Should sanitation deficiencies be the cause of, or contributing factor in the pest control problem(s), the contractor shall be responsible for improving the sanitation for the effected situation immediately upon notification by the County or pest control provider.

6. INMATE LABOR

- 6.1 The County shall make available sentenced inmate crews of a reasonable number whenever possible to assist in the daily food service preparation, processing, cleaning, etc.
 - 6.1.1 Inmate labor will be provided by the County unless population levels decrease to the point where the labor force must be reduced.
 - 6.1.2 When inmate labor is provided, the contractor will train the inmate workers on routine tasks, maintenance and operation of food service equipment, and other duties assigned by the contractor's personnel.
 - 6.1.2.1 Training of inmates must include appropriate safety and sanitation guidelines.
 - 6.1.2.2 The contractor will be responsible for full supervision of inmate labor while they are utilized in the food service operation.
 - 6.1.2.3 A correctional officer shall be available for emergency situations only, to provide security but not as a supervisor of the staff and inmate labor.
- 6.2 The County cannot guarantee the continuity of inmate labor during emergency situations and the contractor shall provide backup labor on occasion via outside personnel to perform the services normally rendered by the inmate labor.

- 6.2.1 The County shall provide clean clothing as required by the inmate labor to insure proper sanitation in the rendering of their assigned duties.
 - 6.2.1.1 The County will assume the responsibility of cleaning only the inmate clothing, (cleaning cloths are paid by private service at County's expense).
 - 6.2.1.2 The Contractor shall be responsible for the cleaning and sanitation of all other uniforms, etc.

7. CONTRACTOR'S STAFF ACCOMMODATIONS

- 7.1 The County will provide for the contractor adequate office space including basic office furnishings and use of a phone in the kitchen area.
 - 7.1.1 The contractor will be required to provide any additional equipment they deem necessary, such as computer, computer table, fax, modem, etc.
 - 7.1.2 The cost of a phone and/or data line(s) and all local and LD expenses will be paid by the contractor and must include voice mail through our local carrier, AllTel.
 - 7.1.3 All long distance phone charges incurred by the contractor's staff will be paid by the contractor.
- 7.2 Staff lockers for use by the contractor will be provided beyond the jail's secured perimeter.
 - 7.2.1 The County reserves the right to inspect said locker and contents at any time.

8. CONTRACTOR'S STAFF TRAINING

- 8.1 The County shall require and provide approximately sixteen (16) hours of training and orientation to/for the contractor's staff, which must occur within the first month of employment. The County shall require each member of contractor's staff to receive sixteen (16) hours of ongoing training every year the contract is in force.
 - 8.1.1 The County will absorb the cost of the training facility and trainer's time only.
 - 8.1.2 **The contractor shall pay all wages and benefits to it's staff during said training.**
- 8.2 All contractor's staff shall have first aid training and CPR certification within the first six (6) months of employment at the County facility.
 - 8.2.1 The County will absorb the cost of the training facility and trainer's time.
 - 8.2.2 The Contractor shall pay all wages and benefits to its staff during said training.
 - 8.2.3 CPR Certification must be renewed annually.
 - 8.2.4 The County will maintain training records on all contractor staff and monitor ongoing training requirements.

9. DAILY MEAL COUNTS

- 9.1 The actual number of meals will be provided to the contractor prior to each meal.
 - 9.1.1 The County Jail, Juvenile Detention Center and Detox Center will provide to the contractor actual meal orders by type and location and will pay based on meals ordered and *provided*.

10. MEAL TIMES

10.1 Meal serving times will be pre-arranged and established with the Successful Contractor based on the County's security and program schedules.

10.1.1 With the exception of emergency situations the contractor will receive a minimum of 24 hours notice to any requested change in the meal serving schedule.

10.1.2 Meals will be served on a regular schedule and will not be adjusted without just cause from the County Administration.

10.1.3 Contract hours shall be flexible, and may vary in order to meet the County's operational needs to accommodate serving times.

11. USE OF THE COUNTY'S FACILITY AND EQUIPMENT

11.1 The facility and equipment provided by the County for use in this contract arrangement shall not be used by the Contractor to prepare food for agencies or persons other than those designated under the agreement without express written approval from the Lancaster County Correctional Department.

SECTION III

CONTRACTOR REQUIREMENTS

1. QUALIFICATIONS OF THE CONTRACTOR

- 1.1 A Company background summary, indicating the length of service the contractor has been regularly and actively engaged in the correction food service industry and performance of the type of work described in this proposal request document.
- 1.2 A list of references is to be submitted for at least three correctional/institutional clients including name of agency, address, contact person, telephone number and a brief description of the work tasks and volume of the jobs performed.
- 1.3 A list of personnel positions is to be submitted, indicating the persons name (if available) or at a minimum the number of persons intended to be used under this contract arrangement.
 - 1.3.1 The list shall include a job descriptions indicating the employees function, capacity and authority, where applicable and if appropriate.
 - 1.3.2 If available, the proposer shall provide resumes for the individual(s) who will be considered for the contractor's position of Food Service Manager and Supervising Cook.
 - 1.3.2.1 Persons considered for these positions should have previous experience with correctional food services management.
 - 1.3.2.2 An interview with any proposed manager may be required prior to the award of the contract.
 - 1.3.2.2.1 If there is a change in the Food Service Manager during the life of the contract, a resume and interview will be required, for County concurrence prior to assigning a new FSM to the facility.
 - 1.3.2.2.2 The County shall have the right of refusal of any proposed FSM, and be notified of any transfer/removal of the FSM.
- 1.4 The contractor shall include in the proposal a contingency plan to provide for services in the event of unexpected interruptions of the normal working conditions; i.e., power failure, fire, inclement weather, riot, lock-down, labor strikes or acts of God that would preclude normal expectations.
- 1.5 The County reserves the right to inspect the quality of similar programs performed by the Proposer.
- 1.6 The County reserves the right to gather information as is deemed necessary to determine the capability of the Proposer to furnish the necessary services as described herein.
 - 1.6.1 The County reserves the right to reject any proposal if the Proposer fails to satisfy the County that the Proposer is qualified to carry out the obligations of the contract.

2. QUALIFICATIONS OF THE CONTRACTOR'S EMPLOYEES

- 2.1 *The contractor shall assign a contact person to be the primary liaison between the contractor's company and the County.*
 - 2.1.1 The proposed liaison shall be interviewed and accepted by the County prior to assuming any responsibilities under any contract generated by this proposal request.
 - 2.1.2 The liaison shall serve as the representative in all business with the County.
 - 2.1.3 The liaison shall continue to serve in said capacity only so long as his/her work is acceptable to the County customers.
 - 2.1.4 The liaison shall be available for emergencies on a 24 hr. on call basis.
 - 2.1.4.1 A backup list of persons and phone numbers shall be provided, for the County to contact in the event the primary liaison is not available during an emergency situation.
- 2.2 Contract employees shall be advised of, and required to follow, all Corrections Dept. rules, policies and regulations. It is further clarified that:
 - 2.2.1 No alcoholic beverages/drugs shall be brought into the jail facility.
 - 2.2.1.1 No person under the influence of alcoholic beverages or drugs will be allowed inside the facility.
 - 2.2.2 No weapons carried by contract employees will be allowed in the Corrections Facility (includes: guns, knives, chemical agents such as mace, pepper spray, etc.).
 - 2.2.3 In the event of any disturbance inside the jail, the contract employees will immediately follow the orders of the officer on duty.
 - 2.2.4 In the event of a dispute involving the Jail staff and the contract employee, involving the work location, security measures, etc. the contract administrator or, in their absence the on-shift supervisor, shall be the final authority in the dispute.
- 2.3 Upon termination or resignation of contract employees or any other reason for separation of duty, it is the Contractor's responsibility to ensure return of County property from dismissed employees, including corrections ID badges, keys, etc.

3. CONTRACTOR RESPONSIBILITY

- 3.1 It is the responsibility of the Proposer to verify the availability of food products, capacity of supplier production time, production schedules, and other pertinent data prior to submission of the proposal.
- 3.2 It is the responsibility of the Proposer to provide the minimum purchasing specifications to be used in the procurement of all food products and disposable service ware.
 - 3.2.1 The specifications provided with the proposer's response shall address the level of: quality, grade, size, package, count and all other pertinent information necessary.
 - 3.2.1.1 Any changes in the specifications after their submission with the proposal document must be approved in writing by the County.

- 3.3 The contractor shall be responsible for receiving all food and supplies related to the food service operation at the County's loading dock.
 - 3.3.1 The contractor shall be responsible for supplying personnel needed for the receiving, unloading, and proper storage of all food and related supplies.
 - 3.3.1.1 If inmate labor is requested for assistance in this function, the contractor will be responsible for the supervision of the inmates provided.
 - 3.3.2 The contractor shall provide within their proposal a statement detailing policies for correct handling, prompt storage, rotation, and use of all food items and supplies purchased for execution of the contract arrangement.
- 3.4 The contractor shall provide a statement within their proposal on the frequency of physical inventories of food and related supply items.
- 3.5 The method for conducting the inventories and disposition of the data collected should be explained in detail.
- 3.6 Salesperson visits to the contractor at the corrections facility are discouraged.
 - 3.6.1 If visits are necessary, appointment(s) shall be made in advance and security staff shall be notified of the appointment(s).
- 3.7 The County reserves the right to charge back any additional costs associated with re-sourcing work rejected by the contractor when routine meals are not supplied as agreed in the Contract (i.e., if the contractor does not prepare and deliver the daily routine meals as requested and the County is forced to obtain the services of an outside provider, any charges incurred will be charged back to the contractor).
- 3.8 The County is exempt from sales tax for direct purchase of materials and supplies.
 - 3.8.1 A copy of our Sales Tax Exemption Certificate will be issued to contractor.

4. PREPARED MENU

- 4.1 The proposer shall provide with their proposal response a minimum six (6) week menu for each season, including: spring, summer, winter, and fall.
 - 4.1.1 Menus shall be composed considering the season involved (EXAMPLE: winter menu might include more soups and stews while a summer menu would include fresh vegetables and fruits more often).
 - 4.1.2 All menus shall be planned providing a variety of foods preventing repetitive meals.
 - 4.1.3 The menus shall be reviewed and approved by a Registered Dietician at the proposer's expense.
 - 4.1.3.1 Menu items shall specify fat, protein and nutritional content and calorie count.
 - 4.1.3.2 Fat content shall not exceed 30% of the menu.
 - 4.1.3.2.1 To avoid excessive fat calories which will result in more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall not exceed 1/2 ounce per serving.

4.1.3.2.2 High fat items shall not be added to meals to boost calorie count when not appropriate (i.e., margarine shall not be added to meals with entrees such as hot dogs in lieu of using a more appropriate mustard/catsup condiment).

4.2 Menus shall be in accordance with State of Nebraska Jail Standards Board, Standards for Jail Facilities title 83, Chapter 11 (**Attachment A** - Adult Food Services Standards) Chapter 09 (**Attachment B** - Standards for Juvenile Detention Facilities - Food Service), and School Nutrition Standards (**Attachment C**) and other related regulations required by the local, state and federal regulations (**attachment A, B & C**).

5. SPECIAL MENU PROVISIONS

5.1 Menus should include ethnic variety reflective of the inmate populations at the Jail & LCF:

5.1.1 A recent population breakdown is as follows:

- 66% Caucasian
- 22% African American
- 8% Hispanic
- 3% American Indian/Alaskan Native
- 1% Asian/Pacific Islander

5.2 Special diets shall be established and included in the proposal for therapeutic/medical reasons.

5.2.1 Therapeutic/medical diets shall be honored as ordered by the medical staff of the County and will follow the regular menu as closely as possible.

5.3 Special diets due to religious guidelines will also be requested.

5.3.1 Religious diets must be approved by the County's contract administrator or Chaplain in advance of the substitution.

5.4 Holiday menus shall be designed for commonly observed holidays, including: New Year's Day, Easter, Memorial Day, Fourth of July, Labor day, Thanksgiving, and Christmas.

5.5 Special menus may occasionally be requested.

5.6 NO PORK SHALL BE SERVED.

5.7 Special diets for security reasons will be required on occasion.

5.7.1 These meals must consist of "finger foods", items which can reasonably be eaten without utensils.

5.7.2 Security meals shall be served in a "clamshell" type Styrofoam container and may be required for extended periods of time.

6. PROPOSER SUBMITTAL

- 6.1 Proposers shall submit information attesting to the qualifications of the company and its employees with its proposal submission form at the proposal opening date and time.
 - 6.1.1 Failure to submit this information may render the proposal non-responsive and the proposal may not be considered for award.
- 6.2 Information to be submitted *with the proposal form* shall at a minimum include the following:
 - 6.2.1 A list of references of at least three commercial clients complete with contact name and telephone number.
 - 6.2.2 A brief description of the work tasks and size of jobs performed for the commercial clients listed.
 - 6.2.3 The name and resume/qualifications of the on-site food service manager.
 - 6.2.4 The name and resume/qualifications of the contractor's regional manager.
 - 6.2.5 Transition plan describing procedures to provide a smooth transition from the current contractor to your proposed program.
 - 6.2.6 Meal quality and preference monitoring plan describing methods for monitoring inmate preferences and individual complaints from inmates (on an ongoing basis) and methods for responding to concerns and negative evaluations by County staff.
 - 6.2.7 Sample reports and billing statements, in accordance with the specifications stated.
 - 6.2.8 Sample menus (at least 8 weeks) as stated herein.

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SECTION IV PROPOSAL SPECIFICATIONS

1. SCOPE OF THE WORK

- 1.1 Per meal prices offered shall be all inclusive of all labor, materials and equipment necessary to provide for delivery of a complete food service operation meeting or exceeding the requirements set forth herein.
 - 1.1.1 The contractor selected shall provide the County with food services three hundred sixty-five (365) days per year (three hundred sixty-six - 366 - in leap year), three times per day during the hours specified by the County's contract administrator.
- 1.2 We estimate that the successful contractor will **prepare approx. 481,000 meals per yr.**
 - 1.2.1 Approximately 60% of these meals will be served in the jail area with the remainder to be prepared for bulk transport to be served to other facilities as listed previously in this document (see "Section I - General Terms and conditions, 1.1.1.1")
 - 1.2.2 Meals served in the jail area must be portioned and provided in the housing areas, there is no centralized dining.
- 1.3 Contractor shall maintain quality food services, cooperating with corrections staff in response to inmate complaints and operational problems (should they arise) to maintain inmate and staff moral.
 - 1.3.1 Contractor must be concerned and aware of the cost effectiveness of the services provided.
 - 1.3.2 Service staff must perform their jobs in a cooperative professional manner, adhering to Correction Department policies, rules and regulations.
 - 1.3.3 Food service will be secondary to security concerns in the resolution of issues.
 - 1.3.3.1 In the absence of the contract administrator or superintendent, the on-duty shift supervisor is the ultimate authority in resolution of such issues.

2. PROGRAM REQUIREMENTS

- 2.1 The contractor will serve three (3) inmate meals per day, two (2) of which are hot, with no more than 15 hours between the evening meal and breakfast.
 - 2.1.1 Contractor shall provide sack-type lunches for inmates on community work details, special duty assignments, etc.
 - 2.1.2 The contractor may be asked to work with the Corrections Department to identify incentive/reward systems involving food goods for inmate or volunteer work details.
 - 2.1.3 The food service program shall not interfere with other County operations such as: court appearances, visitation, security and programs, etc.
 - 2.1.4 Employees of the Corrections Department and the contractor shall be permitted to purchase meals on a cost per meal basis directly from the contractor.

- 2.2 The contractor shall comply with all State Jail Standards and School Lunch standards relating to health, food service and sanitation, also State and local health codes (**See Attachments A, B, and C**).
 - 2.2.1 These standards shall include quarterly inspection of the facility and operations by the County Health Department and the remedy of all deficiencies under the contractors control.
 - 2.2.1.1 Inspections of the kitchen facilities by County and State Health agencies must achieve satisfactory ratings.
 - 2.2.2 Jail Standards inspections will also be performed on a routine basis.
 - 2.2.2.1 Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the contractor.
 - 2.2.3 **The contractor shall incur all costs of/and responsibility for obtaining any license required for staff operation of the food service program.**
- 2.3 The contractor shall assume the responsibility for all aspects of the meal preparation, this may include but is not limited to:
 - 2.3.1 Maintaining an appropriate inventory (and rotation of the inventory) of foodstuff and supplies on hand at all times to ensure the daily scheduled meals may be prepared and served as planned.
 - 2.3.1.1 Disposable/expendable and cleaning chemicals will be furnished by the contractor for the kitchen (including dish washing dispensing and chemicals).
 - 2.3.1.2 These will include, but are not limited to: all paper, styrofoam, and plastic serving/eating items and utensils; lunch bags, uniforms, aprons and supplies, garbage liners, and any other similar items used in the food delivery system.
 - 2.3.2 Ordering, receiving, storage and inventory control of the food and related supplies.
 - 2.3.3 Meal preparation, delivery, cleanup and supervision of the entire food service operation.
 - 2.3.3.1 The contractor shall take all precautions to ensure that meals are delivered at safe temperatures as required by County and State Health codes.
- 2.4 The contractor shall keep full and accurate records of sales and meal counts in connection with the food services delivered.
 - 2.4.1 A copy of said records shall be supplied to the County contract administrator on a monthly basis on the **third (3rd) working day** of the subsequent month.
 - 2.4.2 Said records must include:
 - 2.4.2.1 The regular scheduled menu for each period, dated for the period.
 - 2.4.2.2 The sack lunch menu for each period, dated for the period.
 - 2.4.2.3 A running list of any meal item substitution(s) made (**see form Attachment #D "Meal Substitution Log"**), including reason for the substitution(s).
 - 2.4.2.4 The names of all inmates for which: 1) medical diets, 2) religious diets, and 3) security diets, were provided, the periods provided, and the menus provided.

- 2.4.3 All records kept by the contractor shall be available for auditing by the County at any time during regular working hours.
- 2.5 Food service facilities, equipment and personnel will meet the established safety and protection standards of the State Fire Marshal and Nebraska Department of Agriculture Bureau of Dairies and Foods and comply with the Nebraska Department of Labor.
 - 2.5.1 Contractor will comply with the Nebraska Pure Food Act, Food Service Code.
- 2.6 The contractor shall furnish to the County, or have available on the premises for inspection by the County, a copy of the company's Food Service Delivery System's General Operating Procedures, and full job descriptions of those employees working at the facility.
- 2.7 The contractor shall establish an emergency contingency plan for food service delivery in case of inclement weather, power failure, fire, riot, lockdown, and acts of God which would preclude normal preparation and serving procedures.

3. STAFF REQUIREMENTS

- 3.1 The contractor will employ an on-site food service manager (this person may or may not be the contractors "Primary Liaison" mentioned previously) trained in: food preparation methods (to ensure variety, appeal, color, contrast and flavor) for large-capacity institutional serving, safe food temperature control, menu planning, portion control, staff/inmate training and supervision, safety and sanitation, inventory control/food delivery systems, food cost accounting, efficiency training and energy conservation.
 - 3.1.1 The food service manager will be required to have a Level 4 food service license, all other staff must have valid food handler's permits.
 - 3.1.2 Copies of all licenses required shall be provided to the County Training Coordinator within one (1) month of employment of all staff members scheduled to work at the County Facility.
- 3.2 **It shall be understood and agreed upon that the food service provider is an independent contractor, and is not an employee or agent of the County.**
 - 3.2.1 The County will not consider a joint employee venture or partnership.
 - 3.2.2 The contractor will exercise fiscal control over its own employees, with responsibility for related wages, taxes and any regulations which must be met.
 - 3.2.3 The contractor will ensure the optimum number of appropriate employees for efficient operation of the food service delivery system.
 - 3.2.3.1 Minimum staffing requirements shall be 1 (one) Food Service Manager and 3 (three) Food Service Workers.
- 3.3 Any and all of the contractor's employees will be subject to the necessary security checks and processes when entering, at and leaving the facilities.

- 3.4 All employees must meet the following: must be 19 yrs. of age, citizen of the U.S., H.S. graduate or G.E.D., no convictions punishable by 1 yr. imprisonment in federal or state penitentiary unless pardon was received; must pass local and national criminal history and fingerprint check, must pass physical examination.
 - 3.4.1 The County shall incur the cost of criminal history and fingerprint checks which must be completed before any employee begins work in the kitchen.
 - 3.4.2 All contractor employees shall pass a physical examination designed for food service workers, this examination shall be completed before the employee will be allowed to work in the kitchen.
 - 3.4.2.1 The employee must pass a TB test prior to working in the County's food preparation or serving arrangement.
 - 3.4.2.2 An annual physical of all food service staff will be required.
 - 3.4.2.3 Each contract employee will be required to complete a series of Hepatitis B shots within the first year of employment (or provide proof of completion).
 - 3.4.2.4 Wages and medical physical costs shall be paid by the contractor.
 - 3.4.3 The contractor may be required to pay for drug testing of his/her staff as a condition of employment and may also be required to provide random annual drug testing.
- 3.5 When an employee fails to report due to illness or emergency, a replacement must be available within two hours from the onset of the absent employees shift.
- 3.6 The contractor must provide and maintain clean professional uniforms for their staff.
- 3.7 Employee ID cards will be provided by the County and employees will be required to wear them at all times when in the County Facility.
- 3.6 The County reserves the right to refuse access to their facilities at any time to any employee of the contractor.
 - 3.6.1 Contract employees are subject to search at any time when in the County Facility.

4. INMATE LABOR

- 4.1 When inmate labor is provided by the Corrections Department, the contractor will train inmate workers on safety and sanitation, routine tasks, maintenance and operation of the food service equipment and any other duties which the inmate worker will be expected to perform under the contractor's supervision.
 - 4.1.1 The contractor and Corrections will develop policies and procedures for overseeing food service work which promotes efficient operation while adhering to proper security and not interfering with corrections operations.
 - 4.2.2 Security necessary by the contractor will include: security of utensils (including knives), keys, supervision of inmate worker movement within the food service area, securing doors, windows, etc.
- 4.2 All measures must be taken to protect the County from potential liability litigation.

5. FOOD REQUIREMENTS AND QUALITY

- 5.1 The selected contractor shall furnish to the inmate population wholesome, palatable, complete meals in accordance with all recommended dietary allowances, including those set forth by the Food and Nutrition Board, National Academy of Sciences, Nebraska Jail Standards and for the Juvenile Attention Center adherence to the School Lunch Nutritional requirements.
- 5.1.1 Meal requirements shall include: 1) a diet which will provide a minimum of 3,000 calories per adult inmate per day; 2) a juvenile diet which will provide a minimum of 3,800 calories per day; and 3) a variety of wholesome sack lunches for special programs.**
- 5.1.2 Substitutions for: 1) Medical/therapeutic options shall be provided upon approval of the Corrections medical staff, and 2) options offering religious meals approved by Jail Chaplain, and 3) security diets approved by security superintendents or contract administrator.
- 5.2 The minimum grade specifications are to be as follows:
BEEF - USDA grade select; ground beef not to exceed 20% fat content
PORK - No pork or pork products, by-products or derivatives shall be utilized.
To accommodate religious beliefs of some inmates without offering two menus.
BEEF/POULTRY - products may be offered, example: turkey lunch meat, beef hot dogs, etc.
LAMB - USDA Choice
PROCESSED MEAT - Number 1 from USDA, government inspected
POULTRY - USDA Grade B
DAIRY - Eggs USDA or State Grade A
FISH & SEAFOOD - Fresh or frozen, must be packed under continuous inspection of US Department of Commerce
TUNA - US Grade A Fancy, chunk light in water minimum net weight 66 1/2 oz.
CANNED FRUITS/VEGETABLES - USDA Grade A, cooking tomatoes Grade B
FRESH FRUITS/VEGETABLES - USDA Grade A or Number 1
FROZEN FRUITS/VEGETABLES - USDA Grade A
- 5.3 Minimum condiment selections shall be provided by the contractor as follows:
- Salt & Pepper - Sugar - Butter - Pancake Syrup
- Catsup - Mustard - Jam, Jelly or preserves - Variety / Salad Dressing
- Onion, relish, tarter sauce, etc. as appropriate with meal selection
- 5.3.1 Condiments shall be provided in individual packages for both the jail and correctional facilities, all other facilities shall have some individual packaged and bulk serving containers available at meal times (bulk serving containers must comply with all health regulations and be approved by the County).
- 5.3.1.1 Special menu condiment substitutes shall be available, such as diabetic sugar and salt substitutes and will be placed on the special diet trays automatically.
- 5.4 All foods served shall be wholesome and free from spoilage and decay.
- 5.4.1 Uncooked food items such as fruits and vegetables shall be clean and free from blemish.
- 5.4.2 Food with expired freshness dates will not be served (i.e., milk, bread, eggs, etc.)

- 5.5 IMPORTANT: One full meal tray shall be frozen from each meal (by the contractor) for a period of 3 days for testing in the event an outbreak of illnesses occurs.
- 5.5.1 The tray may be tested at the contractor's expense if food-borne illness is suspected.
- 5.5.2 The County shall not be billed for the meals frozen for food testing, this shall be considered a safety precaution for the contractor.
- 5.6 All sack lunches or meals prepared for future use shall be dated and destroyed if the safe usage period has expired.

6. MENU PLANNING

- 6.1 Menu shall be planned in advance by the contractor and submitted to the County for review and approval at least fifteen (15) days to thirty (30) days prior to the effective day of the menu.
- 6.1.1 Any item rejected by the County shall not be served.
- 6.1.2 The contractor shall provide suitable alternates to rejected items within five (5) days.
- 6.1.3 A statement of nutritional adequacy shall be certified by a Registered Dietitian and accompany the contractor's menu plan.
- 6.2 A food substitution contingency plan that includes foods of equal nutritional value to the originally scheduled menu items shall be developed.
- 6.2.1 Planned menus will be reviewed/revised by mutual agreement between the contractor and the Corrections staff every six months, providing the substitutions are documented and do not compromise the nutritional value of the meals offered.
- 6.3 Special diets such as medical (i.e., low sodium, low saturated fat, soft, bland, etc.) or religious diet substitutions may be required at any given time during the term of the contract.
- 6.3.1 The Food Service Director shall be required to maintain diet records for each inmate and shall meet with the County's Medical Physician or designee on a regular basis to review inmate's special diet requirements.
- 6.3.2 Some medical diets (such as pregnancy or diabetic) may require an evening snack, this snack shall be provided at no cost to the County.
- 6.4 Meal tray and bulk packaged preparation (actually placing food on the trays or for transport to satellite facilities) shall not occur any earlier than 15 min. prior to the beginning of the meal transport time to ensure food is appetizing and maintained and proper serving temperatures.
- 6.5 Meal guidelines are as follows (portion sizes shall be measured "as served" vs. raw):
- 6.5.1 Food items within the meat, vegetable, fruit and desert groups must be varied within the week and not repeated unreasonably.
- 6.5.2 Eggs shall be offered no more than three times a week.
- 6.5.3 Fish offered no more than twice a week (unless requested or required for special diets).
- 6.5.4 Fruit juice or fresh/canned fruit shall be offered daily.
- 6.5.5 Milk may be whole or 2% low fat, vitamin D.
- 6.5.6 Margarine and butter must be fortified.

- 6.5.7 Bread and cereal group items shall be enriched and of whole grain products.
 - 6.5.8 Ground beef to be used in entrees no more than 4 times/week for evening menu; at least one of these times it shall be in solid form; meat loaf, hamburger, Salisbury steak.
 - 6.5.9 Decaffeinated coffee shall be provided with morning and evening inmate meals and with some group programs.
- 6.6 All paper or Styrofoam serving plates, cups, etc. will be required for security or medical reasons.
- 6.6.1 This will include meals for suicidal or assaultive inmates which will require all disposable packaging, no eating utensils, and foods which can easily be eaten with the fingers, yet provide variety and meet all Jail Standards.
 - 6.6.1.1 In these special situations 2 of the 3 daily meals must be hot and a variety of menus offered (some inmates may require this type of meal for extended periods).
 - 6.6.1 These situation will be determined and monitored by the corrections staff.
- 6.7 Food shall not be withheld nor the menu varied as a form of punishment to inmates.

7. SUBSTITUTIONS AND LEFTOVERS

- 7.1 Changes or substitutions made to the menu, as well as any additions or deletions, must be completely documented on a daily record with copies forwarded to the Corrections Department on a weekly basis.
- 7.1.1 In all cases, changes or substitutions must be made on an equivalent nutritional basis.
 - 7.1.2 Any permanent changes to menu design must be reviewed and approved by the contractor's Registered Dietician and the County prior to implementation.
- 7.2 LEFTOVERS may be held at the preparation site, provided proper handling and storage techniques are used.
- 7.2.1 Said leftovers may not be used in the menu unless there is sufficient quantity to serve an entire housing area or facility and then only as qualified substitute for an existing menu item.

8. SPECIFIC MENU CONCERNS

- 8.1 Menus shall not develop patterns over several days (i.e., casseroles, patties, eggs, etc.).
- 8.1.1 Items shall be separated to ensure inmates do not receive such items two and three days in a row.
- 8.2 Fresh fruit and vegetables are to be relatively unblemished and of an appropriate taste.
- 8.2.1 Lettuce shall not be wilted or brown in color due to age or the manner of storage.
- 8.3 Menus shall include non-processed cuts of meat, i.e. roast beef, chicken breast, Swiss steak, fried/baked chicken, at least three times per week.

- 8.4 When on the menu casseroles shall be served to ensure each tray or serving receives an equal amount of the contents in the casserole.
- 8.5 A variety of soups shall be available as an alternate for lunch meals prepared for the Detoxification Center as an option to meal items to accommodate "soft diet" requirements.
- 8.6 Security menus (for suicidal and assaultive inmates) shall include at least two hot finger foods per day not requiring utensils (i.e., pizza, egg/muffin, burrito, etc).
- 8.7 Options such as individually packaged beverages are encouraged, i.e., juice boxes, milk cartons, etc.
- 8.8 Disposable knife, fork and spoon shall be placed on each individual tray prepared for all meals served at the jail.
 - 8.8.1 Satellite facilities will provide their own flatware, with the exception of the "Security" meals specified above (8.6 - special meals, no utensils).

9. SPECIAL SACK LUNCH CONCERNS

- 9.1 Bag lunches for inmates attending courts, working on County supervised jobs, or assigned to work release shall have a variety of products offered and shall not develop patterns of the same products offered over several days, menu for sack lunches shall be established in writing following the same schedule deadlines of other meal options.
 - 9.1.1 Variety shall be offered in the preparation of the bag lunches, sandwiches every day will not be permitted (finger food such as cold chicken etc. are encouraged).
 - 9.1.2 Bag lunches shall include a minimum of two (2) sandwiches (when offered), fruit drink, fruit or vegetable, and dessert.
 - 9.1.3 Adequate individually packaged condiments, including mayonnaise, mustard, relish, catsup, salt & pepper, etc., shall be provided.

10. MENU VARIETY

- 10.1 Variety & popularity are important menu objective. The following are minimum requirements:
 - 10.1.1 BREAKFAST -
 - 2 different ready to eat per week
 - 3 different cooked cereals per week
 - 14 different entree combinations /menu period with no repeats within each week
 - 10.1.2 LUNCH -
 - 25 different entree combinations /menu period with no repeats with in consecutive 2-week menu period
 - 15 different side dishes /menu period with no repeats within the same menu week

- 10.1.3 DINNER -
35 different entree combinations /menu period with no repeats within consecutive
three week menu period
25 different side dishes with no repeats within the same menu week
- 10.1.4 LUNCH AND DINNER DESSERTS -
15 different items
- 10.1.5 ALL MEALS -
A variety of fresh breads are encouraged

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SECTION V EVALUATION AND AWARD

1. COMMITTEE EVALUATION

- 1.1 The committee may request documentation from Proposers of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 1.2 The committee may also require a site visit and/or verbal interview with the Proposer and his/her company to clarify and expand upon the proposal response.

2. AWARD AND EVALUATION CRITERIA

- 2.1 Award will be made to the "lowest responsive Proposer(s) ".
 - 2.1.1 Responsiveness will be determined by the committee at the time proposals are evaluated, using criteria which may include:
 - 2.1.1.1 References provided with the proposal response.
 - 2.1.1.2 The Proposer's ability to satisfactorily handle the type and volume of work being offered by the County.
 - 2.1.1.2.1 Includes general management's capability as evidence in the written proposal, comments of references and site visits.
 - 2.1.1.3 Staff and program offered, variety of capacity, range of capability, and quality of past jobs performed.
 - 2.1.1.4 Proposers management, technical, and supervisory personnel (including experience in training and supervising inmate labor); and experience in the type of work proposal.
 - 2.1.1.5 The quality and variety of the Proposer's sample menu, and details on preparation and delivery of the meals requested.
 - 2.1.1.6 Ease of the liaison to communicate with the County Departments / Divisions.
 - 2.1.1.7 Proposer's internal management and ability to provide timely and accurate records, back up for emergency situations; and accurate reporting, record keeping and billing of the meals prepared.
 - 2.1.1.8 Total program cost as it relates to the recommended service level for the County's facilities.
- 2.3 The Successful Proposer(s) will be required to enter into a three (3) year contract arrangement and provide the requested bonding and insurance certificates (see sample following).

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SECTION VI

CONTRACT CANCELLATION

1. TERMINATION BY THE COUNTY FOR CAUSE:

- 1.1 The County may terminate the Contract if the Contractor:
 - 1.1.1 Refuses or fails to supply enough properly skilled workers or proper materials to satisfactorily provide complete Corrections Food Services as requested.
 - 1.1.2 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.
 - 1.1.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
 - 1.1.4 Otherwise commits a substantial breach of any provision of the Contract Document.

2. TERMINATION BY EITHER PARTY FOR CONVENIENCE:

- 2.1 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a one hundred twenty (120) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
- 2.2 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
 - 2.2.1 The provisions of the Contract which by their nature survive final acceptance of the work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- 2.3 Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 - 2.3.1 Discontinue the work to the extent specified by the County.
 - 2.3.2 Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the work, if any, the County has directed not to be discontinued.
 - 2.3.3 Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the County of all orders and subcontracts not related to that portion of the work, if any, the County has directed not to be discontinued.
 - 2.3.4 Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials, supplies and equipment on the site or in transit thereto.
- 2.4 Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

- 2.5 Upon termination, the County shall pay the Contractor the full cost of all work properly done by the Contractor to the date of termination not previously paid for by the County.
- 2.5.1 If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the work, the County may direct the Contractor to deliver such goods to a location determined by the County, whereupon the County shall pay to the Contractor the cost for such goods and materials.

3. NON-APPROPRIATION OF FUNDS

- 3.1 The County may terminate this Contract upon thirty (30) calendar days' written notice to the Contractor if the County's governing body(s) fail to appropriate monies for the purpose of providing food services covered under the contract agreement.

4. TERMINATION FOR BANKRUPTCY OR INSOLVENCY

- 4.1 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

5. CONTRACT ASSIGNMENT

- 5.1 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

ATTACHMENT A

TITLE 81 - ST. OF NE. JAIL STANDARDS BOARD Effective Date: August 9, 1980 or
most current release

Chapter 11 - Standards for Jail Facilities - Food Service

- 001 - It is the policy of the State of Nebraska that all jail facilities provide food services which are consistent with the Standards established herein.
- 002 - Frequency of Meals. At least three (3) meals, one (1) of which shall be hot, must be provided at regular times during each twenty-four (24) hour period with no more than fifteen (15) hours between the evening meal and breakfast.
- 003 - Preparation of Meals. Meals shall be prepared with consideration for food flavor, texture, temperature, appearance, and palatability.
- 004 - Dietary Allowances. The food service shall meet the dietary allowances as stated in the Recommended Dietary Allowances, National Academy of Sciences. Serving each inmate the specified servings from each of the five (5) food groups will satisfy this requirement:
 - 004.01 - Meat or Protein Group. Two (2) servings per day are required;
 - 004.02 - Milk Group. Two (2) servings per day are required;
 - 004.03 - Vegetable Group. Three (3) servings per day are required;
 - 004.04 - Fruit Group. Two (2) servings per day are required, both of which could be citrus or tomato juice;
 - 004.05 - Cereal or Bread Group. Three (3) servings per day of whole grain or enriched products are required.
- 005 - Medically Prescribed Diets. Special diets shall be provided when prescribed by the medical authority, or qualified medical employee.
- 006 - Religious Diets. Provisions shall be made for special diets required by an inmate's religious beliefs where reasonably possible.
- 007 - Records. Accurate summary records shall be maintained of the diet served to inmates.
- 008 - Supervision. All meals shall be served under the direct supervision of facility employees.
- 009 - Use of Food as Discipline. Food shall not be withheld, nor the menu varied, as a disciplinary sanction.
- 010 - Sanitation. Each jail facility shall comply in all matters of sanitation in the storage, preparation, and service of food with the Food Service Sanitation Manual issued by the United States Food and Drug Administration.

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ATTACHMENT B

TITLE 83 - ST. OF NE. JAIL STANDARDS BOARD Most current release **Chapter 09 - Standards for Juvenile Detention Facilities - Food Service**

- 001 - Food Service Supervision. The facility's food service operation shall be supervised by a designated employee who has experience and/or training in meal preparation, menu planning, staff supervision, ordering procedures, health and safety policies, theft precautions, and inventory control.
- 001.01 If food is obtained through a food service contract from an outside source, provisions shall be made to assure that the contractor complies with the applicable section of these standards.
- 002 - Dietary Allowances. The current edition of the publication "Recommended Dietary Allowances" of the National Academy of Sciences, as adjusted for age and activity levels of juveniles, shall guide the preparation of menus to ensure a nutritionally balanced diet.
- 003 - Menu Planning. All menus shall be planned, dated, and available for review at least one week in advance. Notations shall be made of any changes in the menu. Menus shall be kept at least one (1) year after use.
- 004 - Special Diets, Medical. Special diets prescribed by a physician shall be followed according to the orders of the treating physician or dentist.
- 005 - Special Diets, Religious. Provisions shall be made for special diets when a juvenile's religious beliefs require adherence to particular dietary practices. The facility administrator or his/her designee should contact appropriate clergy to secure diet specifications as necessary.
- 006 - Food Service Records. The facility shall maintain an accurate record of all meals served to juveniles, including special diets. The items served and the time and date served shall be recorded. A notation shall also be made when a juvenile refuses to eat.
- 007 - Review of Menus. Menus and records of meals served shall be reviewed at least annually by a dietician or nutritionist to verify nutritional adequacy. The facility shall maintain documentation for the dietician's or nutritionist's review and verification. Subsequent menus shall be promptly revised to eliminate any deficiencies noted.
- 008 - Providing Meals. Three meals, at least one of which includes a hot entree, shall be served daily.
- 008.01 Meals must be served at approximately the same time every day. No more than fourteen (14) hours shall elapse between the evening meal and breakfast the next day unless an evening snack is served. If snacks are provided, up to 16 hours may elapse between the evening meal and breakfast.

- 008.02 Youth out of the facility attending court hearings or other approved functions when meals are served shall have a meal provided upon their return if they have not already eaten.
- 008.03 If meals are provided to staff, the menu should be the same as provided to juveniles.
- 009 - Palatability. Food flavor, texture, temperature, appearance and palatability shall be considered in food preparation. Food shall be served promptly after preparation. Procedures shall ensure hot food is served hot and cold food is served cold.
- 010 - Use of Food as Disciplinary Sanction Prohibited. Food shall not be withheld from juveniles, nor the menu varied as a disciplinary sanction.
- 011 - Supervision of Meals. All meals shall be served under the direct supervision of facility employees to prevent favoritism, careless serving, or waste. Juveniles may be assigned to assist with preparation, serving and clean-up of meals as long as they are supervised by staff.
- 012 - Control of Utensils. The facility shall have a control system for the issuance and return of all food preparation and eating utensils.
- 012.01 - An adequate supply of appropriate serving utensils shall be maintained to accommodate preparation and serving requirements.
- 012.02 - An adequate supply of food preparation equipment shall be maintained.
- 013 - Sanitation. Food service and related sanitation practices shall comply with the requirements of the State Health Department or other appropriate regulatory body.
- 013.01 - The facility administrator shall solicit at least an annual sanitation inspection by a qualified entity. The results of such inspections shall be documented and the facility administrator shall take prompt action to correct any identified problems.
- 013.02 - A daily inspection of all food service areas and equipment shall be conducted by the facility administrator, food service personnel, or other facility employees who is familiar with food service sanitation requirements and practices.
- 013.03 - If food is obtained through a contract for food service from a source outside the facility, the facility shall maintain documentation that the food service provider complies with applicable food service sanitation codes based on an annual inspection by the appropriate regulatory authority.

- 014 - Screening of Food Service Workers. Written policy shall provide that all persons assigned to food service work, including juveniles, shall be in good health and free from any communicable or infectious diseases, vermin, or open, infected wounds.
- 015 - Personal Hygiene. All persons assigned to food service work shall be required to maintain adequate personal hygiene and cleanliness and wear sanitation gloves and hairnets or caps while working.
- 016 - Food Service Sanitation Training. All persons assigned to food service work shall be familiar with appropriate food service sanitation practices and requirements.
- 017 - Dishwashing. All dishes, utensils, pots, pans, trays, and food carts used in the preparation, serving, or consumption of food shall be washed and rinsed promptly after every meal. Disposable utensils and dishes shall not be reused.
- 018 - Cleaning Schedule. A daily cleaning schedule shall be established and followed to ensure the entire food service area is kept clean and sanitary.
- 019 - Sanitation, Food Storage Areas. All storage and pantry areas shall be maintained in clean and sanitary condition at all times, and kept free from contamination from any source at all times.
- 020 - Sanitation, Garbage Handling. All garbage shall be stored in water tight containers with plastic trash liners and tight fitting covers. Garbage shall be removed at least daily.
- 021 - Food Storage. All food or food products, prepared or in bulk, shall be stored in clean, seamless containers after opening of the original container. Non-perishable food shall be stored off the floor on washable shelving and shall be protected from flies, rodents, vermin, overhead leakage, and away from excessive heat. All perishable food, meat and dairy products, fresh fruit and fresh vegetables shall be refrigerated at the proper temperature to maintain them in their best condition until used.
- 022 - Rotation of Food Items. All items stored for future use shall be rotated on a first in, first out basis. All food that is opened, but not used, may be saved and stored for later use if date opened is marked. All opened food shall be used within an appropriate time to avoid spoilage or shall be thrown away.
- 023 - Storage of Cleaning Supplies. Soaps, detergents, waxes, cleaning compounds, insect spray, and any other toxic or poison materials shall be kept in separate, locked storage area.
- 024 - Construction, Kitchen Floors. Kitchen floors shall be constructed of smooth, durable material to provide an easily cleanable surface.

- 025 - Construction, Other Surfaces. All kitchen walls, shelves, ceilings, and cabinets shall be finished with smooth, washable light-colored finishes to provide easily cleanable surfaces.
- 026 - Lighting. At least 20 foot-candles of artificial lighting shall be provided in the kitchen.
- 027 - Ventilation. Adequate ventilation shall be available to dispel excessive heat, steam, condensation, obnoxious odors, vapors, smoke, and fumes from the kitchen area.
- 028 - Screening of Vent Openings. All vent openings to outside air shall be screened to prevent entrance of dirt, dust, and other contaminants.
- 029 - Water Supplies. Adequate supplies of hot and cold water shall be available in the kitchen. Water required for washing and rinsing shall be available in sufficient quantities at the temperatures required by the "Food service Sanitation Manual."
- 030 - Toilet. Toilet and lavatory facilities shall be available to food service workers in the vicinity of the kitchen.

ATTACHMENT C
SCHOOL MEALS PROGRAM

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**School Meals Programs: National School Lunch Program,
School Breakfast Program, Special Milk Program, Afterschool Snack Program**

Permanent Agreement and Free/Reduced Price Policy Statement

I. Permanent Agreement

Each School Food Authority (SFA) approved to participate in the program shall enter into a written permanent agreement with the NDE. The SFA and participating schools under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220 and 245.

This agreement shall provide that each SFA shall, with respect to participating schools under its jurisdiction:

1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues set forth in Section 210.14(a) and the limitations on any competitive school food service as set forth in Section 210.11(b).
2. Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with Section 210.19(a).
3. Maintain a financial management system as prescribed under Section 210.14(c).
4. Comply with the requirements of USDA regulations regarding financial management (7 CFR part 3015).
5. Price and serve the lunch, breakfast and/or snack as a unit.
6. Serve meals free or at a reduced price to all children who are determined by the SFA to be eligible for such meals under 7 CFR part 245.
7. Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid meals served to eligible children in accordance with 7 CFR part 210. Agree that the SFA official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in Section 210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the program as specified in Section 210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in Section 210.26 shall apply.
8. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service at the end of the serving line, or through another counting system if approved by the State agency.
9. Submit Claims for Reimbursement in accordance with Section 210.8. Claims are to be submitted on form number NDE-28-036. Submission may be on a paper claim or electronically on the web-based system.
10. Comply with the requirements of USDA's regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b).
11. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement.
12. Enter into an agreement to receive donated foods as required by 7 CFR part 250.

13. Maintain proper sanitation and health standards in the storage, preparation and service of food and conform to all applicable State and local laws and regulations.
14. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA.
15. Maintain necessary facilities for storing, preparing and serving food.
16. Upon request, make all accounts and records pertaining to its school food service available to the State agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3-year period as long as required for resolution of the issues raised by the audit.
17. Maintain files of currently approved and denied free and reduced price applications, respectively, and the names of children approved for free meals based on documentation certifying that the child is included in a household approved to receive benefits under the Food Stamp Program, Food Distribution Program for Households on Indian Reservations (FDPIR) or Temporary Assistance for Needy Families (TANF). If the applications and/or documentation are maintained at the SFA level, they shall be readily retrievable by school.
18. Retain the individual applications for free and reduced price meals submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (b)(17) of this section.
19. Any school shall be eligible for the Special Milk Program upon request provided it does not participate in the school lunch or breakfast program; except that schools with such meal service may receive the Special Milk Program upon request only for the children attending split-session kindergarten or pre-kindergarten programs who do not have access to the meal service. Each SFA shall make written application to the State agency for any school in which it desires to operate the Special Milk Program, if such school did not participate in the Special Milk Program in the prior fiscal year.
20. Afterschool snack requirements. Those school food authorities with eligible schools (as defined in Section 210.10(n)(1)) that elect to serve snacks during afterschool care programs, shall agree to:
 - (a) Serve snacks that meet the minimum requirements prescribed in Section 210.10;
 - (b) Price the snack as a unit;
 - (c) Serve snack free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced price school meals under 7 CFR part 245;
 - (d) If charging for meals, the charge for a reduced price snack shall not exceed 15 cents;
 - (e) Claim reimbursement at the assigned rates only for snacks served in accordance with the agreement;
 - (f) Claim reimbursement for no more than one snack per child per day;
 - (g) Review each afterschool snack program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool snack program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
 - (h) Assure that an educational or cultural activity is offered after school;

- (i) Maintain accurate meal counts of snacks served to students.
21. Prohibit service of foods of minimal nutritional value (FMNV) during a meal service period areas where reimbursable meals are served and/or eaten. FMNV cannot be given away or sold in the food service area. FMNV costs cannot be charged to the nonprofit food service account. NDE will disallow all meals served by a school on any day that a violation of the FMNV regulations is observed.
 22. Prohibit the sale of any foods in competition with the National School Lunch and School Breakfast Programs anywhere on school/institution premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
 23. Agrees to arrange to have an organization-wide audit conducted annually in public institutions and biennially in private institutions, in accordance with the provisions of the Federal Office of Management and Budget Circular A-128 or A-133 if \$300,000 or more is expended from all Federal sources.
 24. Charge adults, at a minimum, an amount equal to the total reimbursement received for a free lunch under Section 4 and 11 of the National School Lunch Act plus the per-meal value of donated foods. For breakfast adults should be charged the rate established for free breakfasts under Section 4 of the Child Nutrition Act. No reimbursement or donated food is provided for adult meals.
 25. Purchase in as large of quantities as can be efficiently utilized in its non-profit food service program the foods designated as plentiful by the United States Department of Agriculture and to purchase domestic food items to the extent practical.
 26. The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C.1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by implementing the regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from Food and Nutrition Service, United States Department of Agriculture; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the program applicant agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, FNS shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the program applicant and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the USDA.
 27. Serve lunches, during the lunch period, which meet the minimum requirements prescribed in Section 210.10; and/or serve breakfasts during the breakfast period, which meet the minimum requirements prescribed in Section 220.8; and/or serve afterschool snacks, which meet the minimum requirements prescribed in Section 210.10; Schools may choose **A)** Enhanced Food-Based Menu Planning, **B)** Traditional Food-Based Menu Planning, **C)** Nutrient Standard Menu Planning (NuMenus) or **D)** Assisted Nutrient Standard Menu Planning (Assisted NuMenus).

For purposes of the meal patterns, a week equals five days. For weeks with a greater or lesser number of days, the servings per week must be prorated.

A) Enhanced Food-Based Lunch Pattern

Minimum Quantities

<u>Food Component</u>	<u>Required K-6</u>	<u>Required 7-12</u>	<u>Optional K-3</u>
Fluid Milk	½ pint	½ pint	½ pint
Meat or Meat Alternate	10 oz. per week Minimum of 1oz. per day	10 oz. per week Minimum of 1oz. per day	7.5 oz. per week Minimum of 1oz. per day
Meat, poultry, fish (cooked)	1 ounce	1 ounce	1 ounce
Cheese	1 ounce	1 ounce	1 ounce
Alternate protein products	1 ounce	1 ounce	1 ounce
Egg (large)	½	½	½
Cooked dry beans/peas	¼ cup	¼ cup	¼ cup
Yogurt (commercially prepared)	4 ounces-½ cup	4 ounces-½cup	4 ounces-½ cup
Peanut butter or other nut/seed butters	2 Tbsp.	2 Tbsp.	2 Tbsp.
Peanuts, soy nuts, tree nuts, seeds may be used to meet 50% of the meal requirement.	1 ounce	1 ounce	1 ounce
Vegetables/Fruits (2 or more servings of different vegetables or fruits or both)	¾ cup plus extra ½ cup over a week	1 cup	¾ cup
Grains/Breads (enriched or whole grain) A serving equals 1 slice of bread or equivalent as listed on Grains/Breads List (FNS Instruction 783-1, Rev. 2); up to one serving per day may be a dessert item.	12 servings per week Minimum of 1 per day	15 servings per week Minimum of 1 per day	10 servings per week Minimum 1 per day

All Food-Based meals must meet minimum nutrient levels for specific grade levels according to 7 CFR 210.10. Lunches are to meet the minimum nutrient levels averaged over a week of 3 to 7 days. Under Offer Versus Serve, senior high students shall be permitted to decline up to two of the five required food components in the Food-Based meal pattern. At the discretion of the SFA, students below the senior high level may be permitted to decline one or two of the required five food components. The price of a reimbursable lunch shall not be affected if a student declines food components or accepts smaller portions.

Schools choosing to implement Enhanced Food-Based Menu Planning must complete the Production Records specified by Nutrition Services of NDE. Yearly approval from NDE must be secured prior to use of SFA designed Production Records. Production Records must be maintained daily and will be reviewed by NDE staff. If Production Records do not document the meal pattern, reimbursement will be reclaimed by NDE. Schools choosing to implement Enhanced Food-Based Menu Planning must also provide standardized recipes, product names, nutrient information and Child Nutrition labels as requested by NDE.

Nutrition Services of NDE must perform a nutrient analysis of menus served under the Food-Based Menu Planning Option. Failure by a SFA to provide complete Production Records, standardized recipes, product names and nutrient information upon request will result in nonpayment of claims.

Under Offer Versus Serve, senior high students shall be permitted to decline up to two of the five required food components. At the discretion of the SFA, students below the senior high level may be permitted to decline one or two of the required five food components. The price of a reimbursable lunch shall not be affected if a student declines food components or accepts smaller portions.

B) Traditional Food-Based Lunch Pattern

Minimum Quantities

<u>Food Component</u>	<u>Required K-3</u>	<u>Required 4-12</u>
Meat or Meat Alternate	7.5 oz. per week Minimum of 1 oz. per day	10 oz. per week Minimum of 1 oz. per day
Meat, poultry, fish (cooked)	1 ounce	1 ounce
Cheese	1 ounce	1 ounce
Alternate protein products	1 ounce	1 ounce
Egg (large)	½	½
Cooked dry beans or peas	¼ cup	¼ cup
Yogurt (commercially prepared)	4 ounces-½ cup	4 ounces-½ cup
Peanut butter or other nut/seed butters	2 tablespoons	2 tablespoons
Peanuts, soy nuts, tree nuts, seeds may be used to meet 50% of the meal requirement.	1 ounce	1 ounce
Vegetables/Fruits (2 or more servings of different vegetables or fruits or both)	½ cup	¾ cup
Grains/Breads (enriched or whole grain) A serving equals 1 slice bread or equivalent as listed on Grains/Breads List (FNS Instruction 783-1, Rev. 2)	8 servings per week Minimum of 1 per day	8 servings per week Minimum of 1 per day
Fluid Milk	½ pint	½ pint

Under Offer Versus Serve, senior high students shall be permitted to decline up to two of the five required food components. At the discretion of the SFA, students below the senior high level may be permitted to decline one or two of the required five food components. The price of a reimbursable lunch shall not be affected if a student declines food components or accepts smaller portions.

Schools choosing to implement Traditional Food-Based Menu Planning must complete the Production Records specified by Nutrition Services of NDE. Yearly approval from NDE must be secured prior to use of SFA designed Production Records. Production Records must be maintained daily and will be reviewed by NDE staff. If Production Records do not document the meal pattern, reimbursement will be reclaimed by NDE. Schools choosing to implement Traditional Food-Based Menu Planning must also provide standardized recipes, product names, nutrient information and Child Nutrition Labels as requested by NDE.

Nutrition Services of NDE must perform a nutrient analysis of menus served under the Traditional Food-Based Menu Planning Option. Failure by a SFA to provide complete production records, standardized recipes, product names and nutrient information upon request will result in nonpayment of claims.

C) Nutrient Standard Menu Planning (NuMenus) for Lunch

Schools may use NuMenus as a way to develop menus based on the analysis of nutrients in the menu items and foods offered over a week to determine if specific levels of a set of key nutrients and calories are met. Schools shall offer meals to children based on required grade groups, required age groups or customized age groups.

A reimbursable lunch shall include a minimum of three menu items; one item shall be an entree and one shall be fluid milk as a beverage. All menu items or foods offered as part of the reimbursable meal may be considered as contributing toward meeting the nutrition standards in paragraphs (b) and (c) of 7 CFR 210.10.

Under Offer Versus Serve, senior high students must select at least two menu items and may decline a maximum of two menu items. One menu item selected must be an entree. At the discretion of the SFA, students below the senior high level may also participate in Offer Versus Serve. The price of a reimbursable lunch shall not be affected if a student declines a menu item or requests smaller portions.

SFAs choosing to implement NuMenus shall conduct a nutrient analysis on all menu items or foods offered as part of the reimbursable meal. Nutrient analysis shall be performed by software approved by USDA. The nutrient analysis, menus, production records, standardized recipes and product names must be provided to NDE upon request. The nutrient analysis must be completed before the meals are served.

D) Assisted Nutrient Standard Menu Planning (Assisted NuMenus) for Lunch

SFAs without the capability to conduct Nutrient Standard Menu Planning may choose an alternative that uses menu cycles developed by other sources.

Assisted NuMenus shall establish menu cycles that have been developed in accordance with 7 CFR 210.10 as well as local food preferences and the local food service operation. These menu cycles shall incorporate the nutrition standards in 7 CFR 210.10 and the appropriate nutrient and calorie levels. In addition to the menu cycle, standardized recipes, food product specifications and preparation techniques shall also be developed and provided by the entity furnishing the Assisted NuMenus to ensure that the menu components and foods offered conform to the nutrient analysis determinations of the menu cycle.

At the inception of any use of Assisted NuMenus, the State agency shall approve the initial menu cycle, recipes and other specifications to determine that all required elements for correct nutrient analysis are incorporated.

After initial service of the menu cycle under Assisted NuMenus, the nutrient analysis shall be reassessed and appropriate adjustments made in accordance with 7 CFR 210.10.

Under Assisted NuMenus, the SFA retains final responsibility for ensuring that all nutrition standards and appropriate calories levels are met.

A) Enhanced Food-Based Breakfast Pattern Minimum Quantities

<u>Food Component</u>	<u>Required K-12</u>	<u>Optional 7-12</u>
Fluid Milk, as a beverage, on cereal or both	½ pint	½ pint
Full Strength Juice, Fruit or Vegetable	½ cup	½ cup
Two of the following components (one of each or two of the same component)		
Grains/Breads		
Bread, muffin, biscuit, etc.	1 serving	1 serving
Cereal	¾ cup or 1 ounce	¾ cup or 1 ounce
See Grains/Breads List (FNS Instruction 783-1, Rev. 2)		Plus an additional serving of grain/bread
Meat or Meat Alternate		
Meat, poultry, fish (cooked)	1 ounce	1 ounce
Cheese	1 ounce	1 ounce
Alternate protein products	1 ounce	1 ounce
Egg (large)	½	½
Yogurt (commercially prepared)	4 ounces-½ cup	4 ounces-½ cup
Cooked dry beans/peas	¼ cup	¼ cup
Peanut butter or other nut/seed butters	2 Tbsp.	2 Tbsp.
Peanuts, soy nuts, tree nuts, seeds	1 ounce	1 ounce

Under Offer Versus Serve, a student may decline one component. The declined food may be any one of the four components offered to the student. A student's decision to accept all four food components or to decline one of the four food components shall not affect the charge for breakfast.

Nutrition Services of NDE may perform a nutrient analysis of menus served under the Enhanced Food-Based Menu Planning. Production Records must be maintained daily and will be reviewed by NDE Staff. If the Production Records do not document the meal pattern, reimbursement may be reclaimed by NDE. Failure by a SFA to provide completed production records, standardized recipes, product names and nutrient information upon request may result in nonpayment of claims.

B) Traditional Food-Based Breakfast Pattern

Minimum Quantities

Food Component

Required K-12

Fluid Milk as a beverage, on cereal or both

½ pint

Full Strength Juice, Fruit and/or Vegetable

½ cup

Two of the following components (one of each or two of the same component):

Grains/Breads

Bread, muffin, biscuit, etc.

1 serving

Cereal

¾ cup or 1 ounce

See Grains/Breads List (FNS Instruction 783-1, Rev. 2)

Meat/Meat Alternate

Meat, poultry, fish (cooked)

1 ounce

Cheese

1 ounce

Alternate protein products

1 ounce

Egg, large

½

Peanut Butter or other nut/seed butter

2 Tbsp.

Cooked dry beans or peas

¼ cup

Yogurt (commercially prepared)

4 ounces-½ cup

Peanuts, soy nuts, tree nuts, seeds

1 ounce

Under Offer Versus Serve, a student may decline one component. The declined food may be any one of the four components offered to the student. A student's decision to accept all four food components or to decline one of the four food components shall not affect the charge for breakfast.

Nutrition Services of NDE may perform a nutrient analysis of menus served under the Traditional Food-Based Menu Planning option. Production Records must be maintained daily and will be reviewed by NDE Staff. If the Production Records do not document the meal pattern, reimbursement will be reclaimed by NDE. Failure by a SFA to provide complete production records, standardized recipes, product names, nutrient information and Child Nutrition labels upon request will result in nonpayment of claims.

C) Nutrient Standard Menu Planning (NuMenus) for Breakfast

Schools may use NuMenus as a way to develop menus based on the analysis of nutrients in the menu items and foods offered over a week to determine if specific levels of a set of key nutrients and calories are met. Schools shall offer meals to children based on required grade groups, required age groups or customized grade groups.

A reimbursable breakfast shall include a minimum of three menu items; one of which shall be fluid milk served as a beverage or on cereal or both. All menu items or foods offered as part of the reimbursable meal may be considered as contributing toward meeting the nutrition standards in paragraphs (a), (b) and (e) of 7 CFR 220.8.

Under Offer Versus Serve, senior high students must select at least two menu items and may decline a maximum of one menu item. At the discretion of the SFA, students below the senior high level may also participate in Offer Versus Serve. The price of a reimbursable breakfast shall not be affected if a student declines a menu item or requests smaller portions.

SFAs choosing to implement NuMenus shall conduct a nutrient analysis on all menu items or foods offered as part of the reimbursable meal. Nutrient analysis shall be performed by software approved by USDA. The nutrient analysis, menus, standardized recipes and product names must be provided to NDE upon request. The nutrient analysis must be completed before the meals are served.

D) Assisted Nutrient Standard Menu Planning (Assisted NuMenus) for Breakfast

SFAs without the capability to conduct Nutrient Standard Menu Planning, may choose an alternative that uses menu cycles developed by other sources. Assisted NuMenus shall establish menu cycles that have been developed in accordance with 7 CFR 220.8 as well as local food preferences and the local food service operation. These menu cycles shall incorporate the nutrition standards in 7 CFR 220.8 and the appropriate nutrient and calorie levels. In addition to the menu cycle, recipes, food product specification and preparation techniques shall also be developed and provided by the entity furnishing the Assisted NuMenus to ensure that the menu components and foods offered conform to the nutrient analysis determinations of the menu cycle.

At the inception of any use of Assisted NuMenus, the State agency shall approve the initial menu cycle, standardized recipes and other specifications to determine that all required elements for correct nutrient analysis are incorporated.

After initial service of the menu cycle under Assisted NuMenus, the nutrient analysis shall be reassessed and appropriate adjustments made in accordance with 7 CFR 210.10. Under Assisted NuMenus, the SFA retains final responsibility for ensuring that all nutrition standards and appropriate calories levels are met.

Afterschool Snack Program

Minimum Quantities

Food Component

Required K-12

Meat or Meat Alternate	1 ounce
Meat, poultry, fish (cooked)	1 ounce
Cheese	1 ounce
Alternate protein products	1 ounce
Egg (large)	1/2
Cooked dry beans or peas	1/4 cup
Yogurt (commercially prepared)	4 ounces
Peanut butter or other nut/seed butters	2 tablespoons
Peanuts, soy nuts, tree nuts	1 ounce
Vegetables/Fruits	3/4 cup
Grains/Breads (enriched or whole grain)	1 serving
Serving equals 1 slice bread or equivalent as listed on Grains/Breads List (FNS Instruction 783-1, Rev. 2)	
Fluid Milk	1/2 pint

The Nebraska Department of Education agrees that:

1. To the extent of funds available, NDE shall reimburse the district/system for meals served in accordance with the provisions of the National School Lunch Act Programs in the schools with

valid Site Applications, in any fiscal year during which this agreement is in effect, provided, however, that such services are of the type(s) defined or described elsewhere in this section and in federal program regulations, guidelines, and policies, and that these services are rendered consistent with requirements of this section and existing regulations.

2. The amount of federal reimbursement for lunches, breakfasts and snacks for paid student meals and for eligible free and reduced price students shall not exceed an amount equal to the number of meals served to enrolled students multiplied respectively by the rates of reimbursement. The amount of federal reimbursement for breakfasts served free and reduced to eligible students in schools qualifying for Severe Need Funding shall not exceed the lesser of: (a) an amount equal to the number of such meals multiplied by rates of reimbursement, or (b) the total cost of preparing the meal. Public schools will also receive state reimbursement for lunches and breakfasts served under this agreement.

II. Free and Reduced Price Policy Statement

1. The Board of Education/Governing Body of the above named institution/system has agreed to participate in one or more of the following programs:
 - a. National School Lunch Program
 - b. School Breakfast Program
 - c. Special Milk Program
 - d. Afterschool Snack Program

Said Board of Education/Governing Body accepts the responsibility for the one or more programs they will participate in, and for providing free and reduced price meals to eligible children attending the site under its authority and named in NDE 01-015 (Site Application).

The Board of Education/Governing Body further assures NDE that the system will uniformly implement this part of the Application to determine children's eligibility for free and reduced price meals in the program in which the schools participate.

2. In fulfilling its responsibilities the SFA:

- a. Agrees to serve meals free to children from families whose income is at or below the free scale and to serve meals at a reduced price to children from households whose income is at or below the reduced price scale of the Agriculture Secretary's Income Eligibility Guidelines for the current school year.

- b. Agrees to set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of the lunch or breakfast.

- c. Agrees that there will be no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price of the meal. The names of the children eligible to receive free or reduced price meals shall not be published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:

- (1) Work for their meals.
- (2) Use a separate lunchroom.
- (3) Go through a separate serving line.
- (4) Enter the lunchroom through a separate entrance.
- (5) Eat meals at a different time.
- (6) Eat a meal different from the one sold to children paying the full price.

- d. Agrees to establish and use a fair hearing procedure under which: (1) a family can appeal a decision made by the SFA with respect to the family's free and reduced price meal application;

and (2) the SFA can challenge the continued eligibility of any child approved for free or reduced price meals. During the appeal and hearing, the child who was determined to be eligible based on the face of the application submitted will continue to receive free or reduced price meals. Prior to initiating the hearing procedure, the institution official, the parent(s) or guardian may request a conference to provide an opportunity for the parent(s)/guardian and institution official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The hearing procedure shall provide the following for both the family and the SFA:

- (1) A publicly announced, simple method for making an oral or written request for a hearing.
- (2) An opportunity to be assisted or represented by an attorney or other person.
- (3) An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
- (4) Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place.
- (5) An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
- (6) An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witness(es).
- (7) That the hearing be conducted by an official who did not participate in the decision under appeal or any previous conference to make that decision.
- (8) That the decision of the hearing official be based on the oral and documentary evidence presented at the hearing and entered into the hearing record.
- (9) That the parties concerned and any designated representative thereof be notified in writing of the decision.
- (10) That for each hearing a written record be prepared, including the decision of the hearing official and the reasons thereof, and a copy of the notification to the parties concerned of the hearing official's decision.
- (11) That such written record must be retained for a period of 3 years after the close of the school year to which they pertain. These records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
- (12) When an application is rejected, parents or guardians will be informed of the reason for denial and the hearing procedure. The designated hearing official and the individual designated to review applications and make determinations of eligibility are named in NDE 01-014 (Program Application). These officials will use the criteria outlined in this Free and Reduce Price Policy Statement to determine which individual children are eligible for free and reduced price meals. The Board of Education/Governing Body assures the State that the person named as a hearing official was not involved in the original eligibility determination.

e. The Board of Education/Governing Body agrees to develop and distribute to each child's parent(s) or guardian a letter as outlined in the sample provided by the State. In addition, an application form for free and reduced price meals shall be distributed with the parent letter at or about the beginning of each school year or whenever there is a change in eligibility guidelines for reduced price meals with an explanation that households with incomes at or below the reduced price guidelines may be eligible for either free or reduced price meals.

Interested parents or guardians are responsible for filling out the application and returning it to the institution for review. Such applications and documentation of determinations made will be maintained for a period of 3 years following the end of the school year to which they pertain.

Applications must be accepted at any time during the year. Parents or guardians enrolling a child in an institution for the first time shall be supplied with appropriate meal application materials

regardless of the time of year the child is registered. If a child transfers from one institution to another under the jurisdiction of the same SFA, his/her eligibility for free or reduced price meals will be transferred to and honored by the receiving school.

All children from an eligible household will receive the same benefits. Parents or guardians will be promptly notified of the acceptance or denial of their application(s). Benefits are to be issued within ten operating days of receipt of qualifying applications.

It is recognized that in certain cases foster children and Wards of the State/Court are also eligible for these benefits. If a household has foster children/Wards of the State/Court living with them and wishes to apply for such meals for these children, the household must complete a separate application for each such child.

When an application is rejected, parents or guardians will be provided written notification which shall include: (1) the reasons for the denial of benefits, e.g., income in excess of allowable limits or incomplete application; (2) notification of the right to appeal; (3) instructions on how to appeal; and (4) a statement reminding parents that they may reapply for free and reduced price benefits at any time during the school year. The reasons for ineligibility shall be properly documented and retained on file at the SFA level.

f. The Board of Education/Governing Body agrees to accept a completed NDE direct certification letter in lieu of a free and reduced price application. All students listed on the direct certification letter qualify for free meals or free milk. Each family will receive one letter that lists all children between the ages of 4 and 18.

The SFA agrees to the following procedures:

- (1) The original direct certification letter must be signed by an adult household member and furnished to the school. If the family has children enrolled in another district, the institution may make a copy and the original letter returned to the family. The family may then use the letter for another district.
- (2) The Determining Official must sign and date the letter.
- (3) Each family that submits a direct certification letter must be sent a Notice of Approval Letter (Attachment D).
- (4) The direct certification letters are not to be included in the group of applications from which the verification sample is selected.
- (5) Any SFA may provide an electronic list of enrolled students to NDE for electronic direct certification. The SFA must maintain a list of names of children approved for free meals based on documentation certifying that the child is included in a household approved to receive benefits as a result of electronic direct certification.

g. The Board of Education/Governing Body agrees to implement a Collection Procedure that will ensure that no child is overtly identified as receiving free, reduced or paid meals.

h. All attachments to this agreement must be used as printed, unless prior approval for changes is obtained in writing from NDE prior to use.

i. The Board of Education/Governing Body agrees to participate in the Verification of Applications for Free and Reduced Price Meals as required by Federal Regulations. The direct certification letters are not considered applications for purposes of verification. The following records will be maintained: (RCCI's are exempt unless day students are enrolled in the institutions).

- (1) A summary of the verification efforts (Attachment H), including how applications were selected and verified; the date notices were sent, notes on any contacts made, the results of verification, the reasons for any denial or change of eligibility; and the approval date and signature of the verifying official.
- (2) The total number of applications on file on October 31; and

(3) The percentage or number of applications verified and the method used (i.e., Random or Focused Sampling.)

Each SFA shall amend its permanent free and reduced price policy statement to reflect substantive changes. Any amendment to a policy shall be provided by the State agency prior to implementation. Each SFA must sign the amendment and return it to NDE. Each year, if a SFA does not return its policy statement/amendment to NDE, by September 15, reimbursement shall be suspended for any meals or milk served until such time as the SFA's free and reduced price policy statement has been signed and returned to NDE. Furthermore, no USDA donated foods shall be used in any school after September 15, until such time as the SFA's free and reduced price policy statement/amendment has been received by NDE. Once the SFA's free and reduced price policy statement/amendment has been received, reimbursement may be allowed, at the discretion of NDE for eligible meals and milk served during the period of suspension.

The following attachments are adopted with and considered a part of this Permanent Agreement and Policy Statement and any subsequent Amendments:

- Attachment A. Income Eligibility Guidelines
- Attachment B. Letter to Households
- Attachment B-Milk Only Letter to Household for use by Milk Only Schools
- Attachment C. Instructions for Free and Reduced Price Meals
- Attachment C-1. Application for Free and Reduced Price Meals
- Attachment D. Notice of Approval/Denial
- Attachment E. Computing Income for Self-Employed Persons
- Attachment F. Verification Selection Notice and Enclosures (3 pages)
- Attachment G. Notification of Change Due to Verification
- Attachment H. Verification Summary
- Attachment I. On-Site Review Summary
- Attachment J. Edit Check Worksheet
- Attachment J-R. Edit Check Worksheet for RCCIs
- Attachment K. Food-Based Production Records (5 pages)
- Attachment K-R. Production Record for RCCIs

III. Definitions

Afterschool care program means a program providing organized child care services to enrolled school-age children afterschool hours for the purpose of care and supervision of children. Those programs shall be distinct from any extracurricular programs organized primarily for scholastic, cultural or athletic purposes.

Breakfast means a meal which meets the nutritional requirements set out in Section 220.8, and which is served to a child in the morning hours. The meal shall be served at or close to the beginning of the child's day at school.

Child means--(a) a student of high school grade or under as determined by the State educational agency, who is enrolled in an educational unit of high school grade or under as described in paragraphs (a) and (b) of the definition of "School," including students who are mentally or physically disabled as defined by the State and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraphs (c) and (d) of the definition of "School;" or (c) for purposes of reimbursement for snacks served in afterschool care programs, an individual enrolled in an afterschool care program operated by an eligible school who is 12 years of age or under, or in the case of children of migrant workers and children with disabilities, not more than 15 years of age.

Days means calendar days unless otherwise specified.

Documentation means:

- (1) The completion of a free and reduced price school meal or free milk application that includes:
 - (i) For households applying on the basis of income and household size, names of all household members; income received by each household member, identified by source of the income (such as earnings, wages, welfare, pensions, support payments, unemployment compensation, and social security and other cash income); the signature of an adult household member; and the social security number of the adult household member who signs the application or an indication that he/she does not possess a social security number; or
 - (ii) For a child who is a member of a food stamp, FDPIR or TANF household: the child's name and appropriate food stamp or TANF case number or FDPIR case number or other identifier; and the name and signature of an adult household member; and
- (2) In lieu of completion of the free and reduced price application, information obtained from the State or local agency responsible for the Food Stamp Program, FDPIR or TANF which includes the name of the child; a statement certifying that the child is a member of a currently certified food stamp, FDPIR or TANF household; information in sufficient detail to match the child attending school in the SFA with the name of the child certified as a member of a food stamp, FDPIR or TANF household; the signature or a copy of the signature of the individual authorized to provide the certification on behalf of the Food Stamp, FDPIR or TANF office, as appropriate; and the date. When the signature is impractical to obtain, such as in a computer match, other arrangements may be made to ensure that a responsible official can attest to the data.

Donated Foods means food commodities donated by USDA for use in nonprofit lunch programs.

Family means a group of related or unrelated individuals, who are not residents of an institution or boarding house, but who are living as one economic unit.

FDPIR means the food distribution program for households on Indian reservations operated under part 253 of this title.

Food Service Area means any area on school premises where program meals are both served and eaten as well as any areas in which program meals are either served or eaten.

Food Stamp Household means any individual or group of individuals that is currently certified to receive assistance as a household under the Food Stamp Program.

Foods Of Minimal Nutritional Value (FMNV) means foods that cannot be sold or served in the food service area during times meals are served. The categories are identified in Appendix B of 7 CFR 210.

Free Meal means a meal for which neither the child nor any member of his family pays or is required to work in the school or in the school's food service.

Free Milk means milk served under the regulations governing the Special Milk Program and for which neither the child nor any member of his family pays or is required to work in the school or in the school's food service.

FNS means the Food and Nutrition Service, United States Department of Agriculture.

Income Eligibility Guidelines means the family-size income levels prescribed annually by the Secretary of Agriculture for use by States in establishing eligibility for free and reduced price meals and for free milk.

Meal means a lunch or a snack or a breakfast that meets the applicable requirements prescribed in 7 CFR Sections 210.10, 210.15a, and 220.8.

Milk means pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk except that, in the meal pattern for infants (0 to 1 year of age) milk means unflavored types of whole fluid milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and consistent with State and local standards for such milk.

Lunch means a meal service that meets the applicable nutrition standards and portion sizes in Section 210.10 for lunches.

National School Lunch Program means the Program under which participating schools operate a nonprofit lunch program in accordance with this part. General and special cash assistance and donated food assistance are made available to schools in accordance with this part.

Net Cash Resources means all monies, as determined in accordance with the State agency's established accounting system, that are available to or have accrued to a SFA's nonprofit school food service at any given time, less cash payable. Such monies may include, but are not limited to, cash on hand, cash receivable, earnings on investments, cash on deposit and the value of stocks, bonds or other negotiable securities.

Nonprofit, when applied to schools or institutions eligible for the Program, means exempt from income tax under section 501(c)(3) of the Internal Revenue Code of 1954, as amended; or, in the Commonwealth of Puerto Rico, certified as nonprofit by the Governor.

Nonprofit School Food Service means all food service operations conducted by the SFA principally for the benefit of schoolchildren, all of the revenue from which is used solely for the operation or improvement of such food services.

Paid Meal means a meal served to children who are either not eligible for or elect not to receive the free or reduced price benefits offered under 7 CFR part 245. USDA subsidizes each paid lunch with both general cash assistance and donated foods. Although a paid student pays for a large portion of his or her lunch, the USDA subsidy accounts for a significant portion of the cost of that lunch. May also be referred to as a subsidized meal.

Point of Service means that point in the food service operation where a determination can accurately be made that a reimbursable free, reduced price or paid lunch has been served to an eligible child. The point of service is at the end of the serving line after students have had access to all meal items unless an alternate counting method is approved by NDE.

Program means the National School Lunch Program and the Commodity School Program.

Reduced Price Meal means a meal which meets all of the following criteria: (1) The price shall be less than the full price of the meal; (2) the price shall not exceed 40 cents for a lunch and 30 cents for a breakfast; and (3) neither the child nor any member of his family shall be required to supply an equivalent value in work for the school or the school's food service.

Reimbursement means Federal cash assistance including advances paid or payable to participating schools for lunches meeting the requirements of Section 210.10 and served to eligible children.

Revenue, when applied to nonprofit school food service, means all monies received by or accruing to the nonprofit school food service in accordance with the State agency's established accounting system including, but not limited to, children's payments, earnings on investments, other local revenues, State revenues, and Federal cash reimbursements.

School means: (a) An educational unit of high school grade or under, recognized as part of the educational system in the State and operating under public or nonprofit private ownership in a single building or complex of buildings; (b) any public or nonprofit private classes of preprimary grade when they are conducted in the aforementioned schools; or (c) any public or nonprofit private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government, except for residential summer camps which participate in the Summer Food Service Program for Children, Job Corps centers funded by the Department of Labor, and private foster homes. The term "residential child care institutions" includes, but is not limited to: homes for the mentally, emotionally or physically impaired, and unmarried mothers and their infants; group homes; halfway houses; orphanages; temporary shelters for abused children and for runaway children; long-term care facilities for chronically ill children; and juvenile detention centers. A long-term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for 30 days or more.

School Food Authority (SFA) means the governing body that is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by FNS to operate the Program.

School Year means a period of 12 calendar months beginning July 1 of any year and ending June 30 of the following year.

Snack means meal served in an afterschool care program that meets the meal pattern found in Section 210.10a (j).

State Agency means the Nebraska Department of Education.

Student with Disabilities means any child who has a physical or mental impairment as defined in Section 15b.3 of USDA's nondiscrimination regulations (7 CFR part 15b).

TANF means the State funded program under part A of title IV of the Social Security Act that the Secretary of Agriculture determines complies with standards established by the Secretary of Agriculture that ensure that the standards under the State program are comparable to or more restrictive than those in effect on June 1, 1995. This program is commonly referred to as Temporary Assistance for Needy Families, although States may refer to the program by another name.

Verification means confirmation of eligibility for free or reduced price benefits under the National School Lunch Program or School Breakfast Program. Verification shall include confirmation of income eligibility and, at State or local discretion, may also include confirmation of any other information required in the application that is defined as documentation in Section 245.2(a-4). Such verification may be accomplished by examining information provided by the household such as wage stubs, or by other means as specified in Section 245.6a(b). However, if a food stamp or TANF case number or a FDPIR case number or other identifier is provided for a child, verification for such child shall only include confirmation that the child is included in a currently certified food stamp, TANF or FDPIR household.

IV. Certification and Signatures

The Superintendent or Administrator must sign this permanent agreement. The permanent agreement will remain in effect until amended by either the State agency or the SFA. The school or institution agrees to all terms contained in this document. The Superintendent or Administrator must complete items 1-6 below.

NDE requires assurance that the SFA Authorized Representative has permission of the school or institution to enter into this agreement. The person who signs as the Board President provides this assurance. One of the following persons must complete items 7-10 below:

- Schools: Board of Education President
- Non Profit Institutions: Board President

1. Printed Name of Superintendent or Administrator <i>Judith A. Fouts</i>	2. Signature of Superintendent or Administrator <i>Judith A. Fouts</i>
3. Title <i>Administrative Services Officers</i>	4. School or Institution Name <i>Lancaster County Juvenile Detention Center</i>
5. Agreement Number (6-digit county-district no.) <i>55-0905</i>	6. Date Signed <i>5/21/01</i>
7. Printed Name of Board President <i>Kathy Campbell</i>	8. Signature of Board President <i>Kathy Campbell</i>
9. Title <i>Chair, Lancaster County Board</i>	10. Date Signed <i>June 19, 2001</i>

NDE Approval

Nutrition Services Administrator <i>Connie Sufthorn</i>	Date Signed <i>8-2-01</i>
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The signatures above must be in ink.

Return to: Nutrition Services
Nebraska Department of Education
301 Centennial Mall South
Lincoln, NE 68509-4987

ATTACHMENT D **MEAL SUBSTITUTION LOG**

THIS REPORT DOCUMENTS ALL SUBSTITUTIONS MADE TO STANDARD MENU ITEMS

DATE	MEAL	SCHEDULED ITEM	SUBSTITUTION	REASON FOR SUBSTITUTION
	BRKFST			
	LUNCH			
	DINNER			
	BRKFST			
	LUNCH			
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	LUNCH			
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ATTACHMENT E HISTORY OF MEALS FOR LANCASTER COUNTY FACILITIES

MEAL DETAILS													
PERIOD	BR	JAIL	LU	DN	WORKER	SACK	IBR	LCF	LU	DN	SACK	MO TOTAL	
12/28/01-1/24/2002	7,100		7,197	7,119	770	1,187		2,415	2,443	2,806	272	31,309	
11/23-12/27/2001	8,919		9,044	8,944	969	1,530		3,015	2,975	3,520	386	39,302	
10/26-11/22/2001	7,158		7,208	7,199	766	1,214		3,040	2,779	3,355	697	33,416	
0.321228671378596	7,491		7,514	7,486	712	430		3,022	2,770	3,375	1,541	34,341	
8/24-9/27/2001	8,687		8,780	8,638	880	696		2,910	3,225	4,020	1,985	39,821	
7/27-8/23/2001	6,800		5,118	6,772	712	1,491		2,395	2,633	3,315	751	29,987	
0.206762003613578	6,503		6,510	6,457	693	1,465		2,130	2,437	3,154	663	30,012	
0.199892910687513	7,781		7,749	7,691	905	1,770		2,635	3,103	3,976	752	36,362	
4/27-5/24/2001	6,264		6,256	6,138	737	1,420		2,075	2,470	3,280	529	29,169	
3/30-4/26/2001	6,667		6,702	6,648	738	1,400		2,020	2,385	3,170	437	30,167	
0.086904823450344	8,193		8,225	8,133	914	1,750		2,395	3,075	4,015	577	37,277	
0.038416106631999	6,617		6,660	6,585	753	1,510		3,470	3,012	3,904	475	32,986	
0.39980009995002	6,961		7,029	6,953	716	1,580		3,165	2,735	3,583	494	33,216	
0.458119047619048	7,910		7,931	7,872	863	1,983		4,102	3,361	4,412	703	39,137	
0.370131239935588	7,093		7,158	7,131	698	1,400		3,850	3,028	4,100	565	35,023	
0.310152519893899	7,115		7,149	7,117	710	1,405		3,887	2,889	4,108	449	34,829	
0.319839285714286	8,812		8,837	8,796	875	1,750		4,962	3,841	5,375	531	43,779	
0.249833333333333	6,925		7,005	6,961	704	1,400		3,667	2,876	4,083	389	34,010	
132,996	132,072	132,640	14,115	25,381	55,155	52,037	67,551	12,196	624,143				
07/28/2000	BEGINNING DATE												
01/24/2002	ENDING DATE												
544	DAYS INCLUDED IN ABOVE												
ANNUALIZED													
293,345	JAIL TOTAL												
17,030	LESS SACK LUNCHES												
276,315	PLATED MEALS												
125,428	LCF TOTAL												
8,183	LESS SACK LUNCHES												
117,245	BULKED MEALS												
30,000	JUVENILES												
5,500	DETOX												
454,272	ESTIMATED TOTAL MEALS												

PROJECTED FUTURE MEALS

Lancaster Co. Corrections Dept. Jail (LCCD): 275,000
Lancaster Co. Facility (LCF): 119,500
Detox Center: 5,500
Sack Lunch: 26,000
New Juvenile Detention Center: 55,000

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Original Contract: Contractor
County Clerk
County Agency

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

**FOR
SPECIFICATION #02-036**

PROJECT

Contractor: FIRM

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LANCASTER COUNTY, NEBRASKA CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ___ day of ___, 2002, by and between **FIRM** hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared and advertised in accordance with law, specifications, and other Contract Documents describing the services to be provided for **Request for Proposal # 02-036** , (hereinafter referred to as the RFP), this document is included by reference as **Exhibit A**; and

WHEREAS, Contractor, in response to such advertisement, desires to and is capable of providing the described necessary services according to the terms and conditions stated in Contractor's response to the RFP, this document is included by reference as **Exhibit B**.

and,

WHEREAS, the County, in the manner prescribed by law has prepared specifications (**Exhibit A**), publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, (**Exhibit B**) a copies thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. General Description. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents.
2. Term of the Agreement. Term of the Agreement shall be three (3) years as thirty-six (36) consecutive months, and shall be _____ through _____.

2.1 At the County's request, with the Contractor's consent, the agreement shall be

renewable for one (1) each additional three (3) year period as thirty-six (36) consecutive months, and shall be _____ through _____.

3. Governing Laws. The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this agreement.
4. Quantity Requirements. The County reserves the right to modify the quantity ordered, and to purchase current technology at negotiated prices. Implementation will be in accordance to the time line as agreed with the Contractor.
5. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
6. Compensation. The County shall pay for purchased services and equipment at the rates as set in **Exhibit B**. Payment will be made, unless otherwise stated, within thirty (30) calendar days after acceptance and proper invoicing by the Contractor. No increase above said proposal price will be allowed to the Contractor during the term of the contract unless and except as provided by the specifications.
7. Invoices. Contractor shall, within three (3) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment on an invoice form acceptable to the County. The invoice shall itemize: 1) the hours of services or equipment rendered listed by classification, 2) the date such services were provided, 3) a general description of the services or equipment provided, 4) the name of client receiving services, 5) the amount and type of all reimbursable expenses being charged to the Contract, and 6) the dates of the performance period covered by the invoice.
8. Payment of Unauthorized Claims. The County may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
9. Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the County shall pay the Contractor for services provided in a

satisfactory manner, a sum based upon the actual time/materials spent at the rates stated in **Exhibit B**. In no case shall such payment exceed the total contract price.

10. Inclusion Of All Necessary Fees. The Contractor shall comply with all federal, state, and local laws together with all ordinances and regulations applicable to the services. The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this agreement.
11. Proprietary Considerations and Data Security. Except for Contractor's work papers, the County and Contractor agree that all materials and information developed under this Agreement shall become the sole property of the County.
 - 11.1 Any materials and information not developed under this Agreement, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "Trade Secret," "Proprietary," or "Confidential."
 - 11.2 County will use reasonable means to ensure that Contractor's confidential information is safeguarded and held in confidence. County agrees not to reproduce or distribute Contractor's proprietary material to non-Governmental agencies without prior written permission from Contractor. County's obligation pursuant to this Article shall not apply to any material, data or information not plainly and prominently marked with the restrictive legends as set forth in subsection 11.1, above.
12. Status of Employees. Any and all employees of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement, shall not be considered employees of the County and all claims that may or might arise under the Worker's Compensation on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the County. For all purposes the Contractor shall be considered an independent Contractor.
13. Indemnification. Both parties shall indemnify and hold harmless, the other party, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract. Both parties shall be responsible for the acts of their own members, officers and employees including those caused in whole or part by any negligent act or omission. This shall also mean any subcontractor, or anyone directly or indirectly employed by the Contractor.

14. Non-exclusiveness of Remedies. Any right or remedy on behalf of the County provided for in any part of these specifications, including, but not limited to, any guaranty or warranty or any remedy for Contractor's nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.
15. Default for Insolvency. The County may terminate this Agreement for default in the event of the occurrence of any of the following:
 - 15.1 The insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law; the filing of a voluntary petition to have Contractor declared bankrupt; the appointment of a Receiver or Trustee for Contractor; or the execution by Contractor of a general assignment for the benefit of creditors.
16. Default for Nonperformance. County may, by written Notice of Default to Contractor, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 16.1 If Contractor fails to perform the services within the time specified in the contract or any authorized extension thereof; or if Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of fifteen (15) days (or such longer period as County may authorize in writing) after receipt of notice from the County specifying such failure.
17. Notices. All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to the County and Contractor at their respective addresses designated below, or at such other address as the County or Contractor, as the case may be, shall have furnished in writing to the other.
18. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the attached "Insurance Requirements for County Contracts (included in **Exhibit A**). The County shall be named as additional insured with regard to the performance of the contract services.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

Lancaster County Attorney

Chairperson, Board of Commissioners

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

Address

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

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INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

- 1.1.1.1 Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
- 1.1.1.2 There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
- 1.1.1.3 Coverage shall also include Products/Completed Operations.
- 1.1.1.4 **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
- 1.1.1.5 The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage 1,000,000 Combined Single Limit

- D. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- E. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)

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